



AGENDA
CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL
TUESDAY, MAY 26, 2015 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS: None

3. PRESENTATIONS: None

4. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Fire Assessment Workshop held January 27, 2015

B. PURCHASING ITEMS:

1. Purchase request by the Public Works Department Wastewater Division for the purchase of liquid sodium hypochlorite for water and wastewater treatment from Allied Universal under an existing agreement.
2. Purchase request and bid award for the purchase of Ciena optical network equipment by the Communications Utility from Ronco Communications for a total amount of \$66,972.05.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg accepting a Utility Easement from Cynthia Clark and Daniel C. Devries, for land located at 9145 Silver Lake Drive, Leesburg, Florida 34788, Lake County, Florida; and providing an effective date.

2. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a utility easement from PRVR of Tavares, LLC; and providing an effective date.
 3. Resolutions authorizing execution of Subordinations of City Utility Interests.
 - A. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Subordination of City Utility Interests with the State of Florida Department of Transportation; and providing an effective date.
 - B. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Subordination of City Utility Interests with the State of Florida Department of Transportation; and providing an effective date.
 4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Samsula Waste, Inc. d/b/a Samsula Demolition for the demolition of the Venetian Isles Apartments for a cost of \$88,693.00; and providing an effective date.
 5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Library Department to apply for and accept, if awarded, a grant from the Lake County Board of County Commissioners of \$18,767 to purchase and install metal shelving for the storage and display of library materials, and providing an effective date.
 6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Investment Manager Agreement with Fiduciary First, LLC to act as the Investment Manager for the employee 401(a) - Defined Contribution and 457(b) Deferred Compensation retirement plans; and providing an effective date.
5. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
- COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW) AVAILABLE
- A. Second Reading of an Ordinance Amending the City of Leesburg Discrimination Policy
 - B. Second Reading of an Ordinance Amending the City of Leesburg Fair Housing Policy
 - C. Resolution of the City Commission of the City of Leesburg, Florida, amending the PUD (Planned Unit Development) zoning on approximately 75 acres on CR 470 (CoreSlab)
 - D. Request for Additional Customer Service Department Personnel
 - E. Consider Marbut Consulting Agreement - Homeless Survey
6. INFORMATIONAL REPORTS: None

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

7. CITY ATTORNEY ITEMS:

8. CITY MANAGER ITEMS:

9. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

10. ROLL CALL:

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

**MINUTES OF THE CITY COMMISSION WORKSHOP
TUESDAY, JANUARY 27, 2015**

The City of Leesburg Commission held a Fire Assessment Fee Workshop Tuesday, January 27, 2015, in the Commission Chambers at City Hall. Mayor Dennison called the workshop to order at 5:30 p.m. with the following members present:

Commissioner Bob Bone
Commissioner John Christian
Commissioner Jay Hurley
Commissioner Dan Robuck
Mayor Elise Dennison

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

PRESENTATIONS:

Sandi Melgarejo, Project Coordinator with GSG Government Services Group, Inc., presented a power point on the fire assessment program. She stated they have been working with City staff to develop a fire assessment program. A fire assessment is a charge imposed against real property to pay for fire services and the courts say cannot charge for EMS. There are case law requirements with special assessments that it has to have a special benefit to property, which the courts have said fire does have a benefit to property and it has to be fairly and reasonably apportioned. (Please see attached presentation)

CM Minner gave a history of the Fire Service financial examination. The immediate factors which have led to consideration of a fire assessment fee have been rising costs, slow to no growth factors not recouping earlier service investment, and the tax revenues flat and continue to decline. The presentation overview was 1) Reasons to adopt a fire assessment fee, 2) supporting data, and 3) Quid-Pro-Quo to a) reduce electric rates, b) adopt a fire assessment fee, and c) options for shifting revenue. (Please see attached presentation)

CM Minner stated the city can save money by reducing electric rates along with a fire assessment fee. The city is undertaxed / over utilities.

Commissioner Robuck asked about the per capita.

CM Minner stated the per capita number is the taxes divided by the population. Average group residential tax bills are \$525.42. Leesburg's average tax bill on our number per capita was \$232. If multiplied by 2.5, less \$50,000 you get about a taxable house value of around \$130,000.

CM Minner stated four cities in Lake County have a fire assessment fee; Tavares \$142, Minneola \$59, Mascotte \$120; and Montverde \$40. Mt. Dora is in the process of considering a fire assessment fee.

Another comparator is our electric rate. As of the last data in November 2014 Public Power Report, Gainesville was probably the highest at \$140 per 1000 kw per residential provider. Leesburg was about second at \$138 and our area competitors are: Duke at

MINUTES OF THE CITY COMMISSION WORKSHOP TUESDAY, JANUARY 27, 2015

\$129, SECO at \$124, Mt Dora actually really competitive at \$120, Ocala \$118, and Lakeland, who CM Minner refers to as the poster child for public power, is at \$106. The state wide average of all the municipalities and all the IOUs is around \$125.

If develop a fire assessment fee how does that affect residential, commercial, and potentially institutional properties:

Residential:

If taxing at the maximum amount to generate the 3.3 million, less the governmental institutions, would be a residential fire assessment fee of \$155 a year. If you tax at that amount or have an assessment at that amount, you can reduce the current \$138.97 per month electric rate by up to 6.8%, which creates an \$88.32 a year savings. Essentially, if you reduce the electric rate by 7 %, implement an ERU, you do not have that full taxing burden or that full assessment burden on an ERU of \$155, you have really a taxing burden of \$66. If you take that \$66, go back and apply it to our \$230 per capita levy, you are are sitting at just under \$300 which is still below a state wide level; demonstrates under taxed, over utilities. That is actual cost.

However, the city is scheduled to increase rates so a fair comparison to compare where staff is recommending you go versus what scheduled to do, is called the relative comparison. Again, if place an assessment of \$155 on the public, you have these costs:

Scheduled costs:

Actually going to increase \$138 by 5% which would be \$144 and \$144 times 12 is \$1,731. If reduce the electric rate by 7% x 12, an electric bill now of \$1,580 with add on of a \$155 assessment fee is now a total burden of \$1,734. In this scenario actually the relative increase for applying a fire assessment fee is only \$2.48 more. With this it is fair to demonstrate that by reducing the electric rate and implementing a fire assessment fee it is pretty much not any different than what is scheduled to do in fiscal year 16 already. If bring that fee down a little bit and put in a fee that brings in only about 2 million dollars, it is actually a relative savings.

Commercial:

Commercial benefit varies based on electric use. Big electric consumers are major winners; Publix, Walmart, Restaurants, and the Hospital.

The losers are professional services who have some square footage but do not have the electric consumption to offset those costs. Churches and other institutions, excluding the hospital, are also losers to that level.

Staff Recommendations to Commission:

Instruct staff to prepare a fire assessment fee ordinance
\$155.00 residential impact fee
How to tax institutions

They only other thing for Commission discussion purposes is in similar fashion to the millage rate, once you set the assessment at "X" level, whether it is \$155 or \$100, it can

MINUTES OF THE CITY COMMISSION WORKSHOP TUESDAY, JANUARY 27, 2015

be re-assessed; can never go above it but can go below it. To go above it would require having to go back through the establishment of this assessment process again.

Mayor Dennison stated the consultant works throughout Florida, and asked how other cities and towns handle the churches and schools, etc.

Ms. Melgarejo stated they notice in a majority of their fire assessments the cities exempt government and institutional tax exemptions. There is some trending away from the exemptions, but they are doing it based on a varying level. She thinks the county exempts at 50% for institutional tax exempts. She stated in Stormwater assessments the cities do not exempt anyone.

Commissioner Robuck asked if fire costs continue to go down will this process have to be done again.

Ms. Melgarejo stated they have established them going down so the level of service goes down like if staffing changes dramatically, or there is some shift or something like that in the calls then it should be updated, but yes, we have established the decreasing budget.

CM Minner stated periodically, every three to five years the city will need to go through the process of trueing up to make sure its fire service costs would be in aligned with the fire assessment. If these numbers are approved as presented, staff feels comfortable they would suffice for the next three years because we have a projected decrease in fire service costs. By fiscal year 18-19 we would probably need to bring GSG back to go through the numbers, true them up, and periodically will have to make adjustments to ensure our assessment is justifiable.

Commissioner Christian stated for him this is a tax and though he feels there is a need, he also feels our residents are being taxed for the same level of services they are currently receiving; the city is not adding any new fire fighters, trucks, or equipment. He thinks if the city does get this income that the residents feel the relaxation of higher electric costs and hopefully the bills will go down. He spoke with the city manager and feels this applies more to the home owner, not necessarily the renters, so those who own property will be the ones to pay the \$155 fee and the resident who pays the electric bills will be the one to get the electric break. His big push with talk about institutions is that the house of worship, not talking day cares or rental properties, but the actual church building itself should be considered to be exempt. Of course this can be reviewed a year later but he is thinking about the smaller churches in our community, with the church and a dining room, started in 1940 not to make money but to provide services to the community and , provides stability to our city. He is a big proponent that the actual house of worship should be exempt and thinks we need to really look at business owners because he does not want to do anything that is going to make a business go out of business; they continue to keep the wheel moving in Leesburg. Those are his two major points, the house of worship and make sure this does not adversely affect our business owners to push them out of business.

Commissioner Robuck asked if here is a way to exempt just the church worship halls.

MINUTES OF THE CITY COMMISSION WORKSHOP TUESDAY, JANUARY 27, 2015

Ms. Melgarejo said a church category could possibly be created, but it would have to be discussed with the city attorney whether they would feel it was legally defensible to just exempt the church category and not all uses.

Commissioner Bone asked about hospitals.

Ms. Melgarejo stated if they are exempt, not all hospitals are exempt as there are some private hospitals. It would not be the doctors' offices, the exemption is based on the buildings use and not necessarily based on the ownership, but taxes are exempt based on ownership. If the hospital owns doctor's offices that are on the hospital parcel, they do not pay taxes on those offices most of the time because of the ownership. If owned by non-profits they do not pay the ad valorem taxes, but that is why there is that institution tax exempt tier so that you would only exempt the institutional uses, not the commercial business uses.

Commissioner Christian asked if the city attorney can look at the actual church building itself to see if a category can be created for just the buildings.

CM Minner stated absolutely. He would also advise two things: 1) our consultant has set up a system they feel is tested as far as challenges because fire assessment fees are challengeable and do get challenged. What is provided is what is being deemed by our consultant as the most defensible position and they feel secure in that. 2) The question asked in terms of a deviation, separating churches and the hospital based on our unique scenarios, he thinks is a fair one and would task it to the city attorney in how the city would do that. The other thing, if heading that direction, he would instruct the Commission to have him talk with the hospital more on what is being considered. LRMC has knowledge the city is considering a fire assessment and sent an e-mail saying they would be opposed to it before they understood and saw the numbers on the corresponding electric rates reductions. Because there is the scenario where they pay a fire assessment fee and could see a substantial decrease in their electric rate, it might squash any potential challenge that would make our consultant or city attorney nervous.

Commissioner Robuck stated he has been told the hospital is not opposed after seeing the proposed electric rate savings.

CM Minner stated he will speak with the city attorney and they can potentially, if it is the Commissions choice, set up the assessment ordinance in that fashion when it comes back for further consideration.

Commissioner Bone thinks the utilities are an important factor in all this because it is a major concern for our residents. He stated we cannot just keep burdening our residents with higher utilities and he believes they are too high so if we do this there needs to be some correlation to reducing utility rates. He does not know how all these numbers will work but can hypothesis that if utility rates are reduced on a number of residents in Leesburg that this is going to free up some money for them to spend at businesses or to tithe at church so he thinks this will be a benefit to congregations as well. Then, as a residential rental property owner who has not raised rent in forever because the utility rates are so high, they can raise rate \$50 or whatever and put a little more back into the rental properties. He does not know how this will all play out to shuffle money around,

MINUTES OF THE CITY COMMISSION WORKSHOP TUESDAY, JANUARY 27, 2015

but thinks it is a fair way to handle the city budget instead of putting the entire burden on the utilities and to be fair he does think there is a consensus in our community to have their own public safety. His other issue is on the poverty level and asked how that is handled.

Ms. Melgarejo stated it would be an established guideline. Basically it would be two tiers, they have to own the property and be there and it is done on the federal poverty guidelines which they have to prove is the annual income. If they really could not afford the \$150 then what the city could do is buy it down on their behalf. Since it is collected on the tax bill, even if it is the only charge on the tax bill, if they cannot afford to pay it, then a tax deed would be issued and potentially a sale of their property. She stated it is a policy decision to be made.

Commissioner Christian stated that is going to be the catch 22 situation. A poor single 60 year old lady as a senior citizen does not have a tax bill and gets a \$50,000 tax break on her house and here comes the city in four years saying you have to pay \$155 assessment or the city is going to take your home. He stated he would not want to be on the Commission voting on this one.

Commissioner Bone asked if there is any kind of reduction based on the numbers.

Ms. Melgarejo stated no, what they have found is there are usually not more than a dozen who would qualify because typically they do not own the house if at that poverty level.

Commissioner Hurley thanked the only person in the audience not from the city for attending and asked if he would mind giving his name.

David Taylor stated he is the Director of Facilities for the hospital and signs the checks for all their electric bills.

Commissioner Hurley stated he is definitely in support of this at the full fee and thinks the benefits are very broad. The fact that the city can not only do a fire assessment fee, but now also show a reduction in electric shows the city can actually give back to the community. For him there are two goals here: 1) to make Leesburg better which will bring more business to reinvest in Leesburg and to try to bring Leesburg back up from where it is now to make it what it used to be; and 2) it is about being fair, those who use our services should have to pay for them just like everyone else whether in the city or out. If looking at public safety as a whole the majority of our services and calls for service go in large to people who pay no taxes. He definitely believes in going for the \$155 and then having the max reductions possible on the electric rate. After his conversation with staff and CM Minner he realizes, 1) the city is not in as bad a position as led to believe by the previous two city managers and electric staff as far as having to have the increases; and 2) going to have to have a reckoning on our rates whether we like it or not. If all the churches, hospitals, and colleges are exempt there goes a large pot of money the city could use to reinvest in itself to make Leesburg a better place so everybody wants to come back. He understands everyone has their woes, but for everyone to benefit this needs to be put across the board. Commissioner Hurley stated no one here ever wants to raise the ad valorem tax and the city needs to do something; he thinks this is a very positive thing.

MINUTES OF THE CITY COMMISSION WORKSHOP TUESDAY, JANUARY 27, 2015

Commissioner Bone asked if to move forward through all the advertising the Commission would need to decide how much of a rate to advertise for, advertise the maximum, and then in September make the final decision on the fee.

Ms. Melgarejo stated the way the schedule is going right now preliminaries would be made in March or whenever adopting the initial assessment resolution. The public notices, with how this will impact their specific properties, are sent out in May or June and then the final resolution will be adopted. If \$125 is advertised you cannot say okay no one complained so we will go up to \$155.

Commissioner Robuck stated Leesburg is unique in owning its utilities so when talking about other cities exempting institutional, those institutions are not getting a big rate reduction like here. The city is also unique in its per capita and he agrees with the city manager's point. The number he thinks is artificially low in Leesburg with so few tax payers carrying the burden because we have so many institutional exempt properties that do not pay property tax; for example LRMC gets about \$134,000 subsidy, Life Stream \$50,000, and Beacon College would be another. Leesburg has a lot of retirees and low incomes who are exempt so he likes this and agrees with Commissioner Hurley this is a fair way to kind of spread it out. On the electric side, he wants as much of this as possible to go to reducing electric rates. He stated GRU, Gainesville, is one that is higher than Leesburg and there is actually legislation introduced for a second year in a row, which did not pass last year, by their own representative to take their utility away from them and limit how much statutorily they can put in their general fund. In terms of exempting institutions, he also worries a lot of the money would be given to Life Stream and LRMC because they are going to be big winners on the electric side even after they pay the fire tax and if they do not pay the tax then we are asking our residents and businesses to subsidize those companies even more than they currently are.

Mayor Dennison stated she is glad to see the city come back to this as she tried to get a fire assessment fee two years ago. She lives in south Leesburg where they have Duke Energy and SECO, so when it comes to the general fund and utilities paying for fire and police services they are not paying for it; it is the citizens who have Leesburg electric who are paying. She thinks it is fair that they start handling the burden down there and pay the fire assessment fee because they still get all those services. She would also like to see the five percent electric increase cancelled for the next year because our citizens cannot keep being penalized for the mistakes with the power grid. Mayor Dennison stated she thinks this is fair and that everyone is going to benefit.

Commissioner Robuck stated for the record that Romac Lumber will be a big loser in this but he still supports it.

Commissioner Bone asked regarding institutions, if it could be phased in as to certain institutions, like churches, but imposes the full amount on other institutions like the hospital.

Ms. Melgarejo stated that is something usually done as a group and not isolating certain ones, so it will need a legal opinion. As far as the funding level, if you want to say we are going to charge them all but give them a year to get their books in order that is an annual decision. You cannot bind another board, but annually can re-address what rates

MINUTES OF THE CITY COMMISSION WORKSHOP TUESDAY, JANUARY 27, 2015

to charge or what exemptions given, so yes it could be staged that way and state the plan is going to exempt the institutional this year. That fair warning educates the public, those that are exempt, that the city is going to start charging them in future years so they need to start preparing their books accordingly.

Commissioner Hurley stated he thinks the magic number is a two thirds split; two million back to electric or like a 5.5% savings and one million to the general fund to help with capital projects to make further improvements to the city.

Commissioner Christian thinks if going \$155 per resident, he does not want to tell the citizens of Leesburg we are going to tax you and play with their money; he thinks if taxed he wants to lower their utility rates. He does not want to give anything to general fund, does not want to build anything, but wants to take this money and offset electric. This is basically an ad valorem tax because people who own property are going to be the ones to pay for this. It is going to be a hard line on places of worship that do benevolent things and community activities because now they will now have to pick and choose; do a fall festival with church money or pay the fire assessment. He thinks this is where people do not trust government because, for instance in his situation, this year he is going to pay \$9,000 extra but is not going to get a new fire fighter, or get a new fire truck, his level of fire service stays the same, if not goes worse because the Chief was told to cut his budget. So now he is getting less service, receives a \$9,000 bill and hopes his electric bill goes down. He stated if going to be taxed he wants the full benefit and his electric rates reduced so he will be able to say to SECO and Duke Customers now we are competitive.

Commissioner Hurley asked Commissioner Christian if he does not believe the city is going to lower the rate or if he is saying he does not want to put any of the money in the general fund.

Commissioner Christian stated it is not a guarantee because anything can happen with utility rates or with gas prices; a war could break out next month, we just do not know. We can promise and cross our fingers, but the city is going to tax its residents on a service they are already paying for right now. He does not think this is the way he wants to go.

Commissioner Bone stated if this is done it will have to be reviewed every year and he looks at it like a three legged stool in supporting the assessment. First leg is lowering utilities; second leg is sustaining the Fire department; and the third leg is reinvestment in our City. Citizens want lower utilities, a fire department and they also want to be like this other city, but we are not those other cities; we are Leesburg. He agrees it would be nice to just take all the money collected and put it on utilities to lower the utility rates, but with the large bills coming due, he does not think it should necessarily be put on just one thing. What can best be done with this money?

Commissioner Robuck stated he would certainly prefer as much as possible goes to utilities and also agrees with the reinvestment of our city. He would prefer to see the city go out with a general obligation bond like Tavares did and through visioning sessions, like done with Venetian Gardens, list our priorities. If 10 million dollars is needed, borrow it over so many years, have a vote and let the citizens approve what is being done and how much will be spent. He is a little leery about taking this money from where it

MINUTES OF THE CITY COMMISSION WORKSHOP TUESDAY, JANUARY 27, 2015

needs to go in electric, but if done he thinks it certainly needs to go in some sort of a restricted manner that does not allow something else to be done with it. He would also really like to see more community involvement in what the city is going to do.

Commissioner Hurley stated the whole point of this is to have some benefit and thinks staff came up with a creative way to lower utility rates and have money put back in the general fund for some capital improvements. He stated it is simple math; it takes money to do things. He agrees with Commissioner Robuck but pointed out Tavares did theirs when they saw the momentum and people bought into it. Leesburg really does not have much momentum going right now with its two projects happening, Streetscape and Venetian Gardens Phase One; not the major stuff yet and people think the city has been turned upside down. He thinks it is going to be awhile before the citizens buy in to this and if talking about a five to seven percent decrease or \$11 on the home electric rates or doing something that encourages people to want to be in this city and have some nice quality of life aspects, he really does not see the buy in. He stated doing the assessment does have a positive side; it is going to bring some quality of life, which all Commissioners talked about in their campaigns, will keep reinvesting in the city, and it is going to save some money on the electric rate.

Commissioner Robuck asked where the city would be with five and a half percent. CM Minner thinks the number would be about \$132 - \$134. Commissioner Robuck asked if the city will still be in the bottom twenty-five percent.

CM Minner stated from his own personal benchmark, to say the city has made a significant move for being competitive on the electric side would be the \$130 number which is critical and cannot be done with the fire assessment fee alone. Having said that, he thinks the points Commissioner Christian brought up are real and reasonable and the day a resolution is passed to say reducing at "x" amount there could potentially be catastrophic events where the city cannot deliver. However, he does not think it will happen short term, FY 16 or 17; but could happen long term, FY 18, which is why the \$130 number is important. He stated Commissioners Bone and Hurley really surmised the three legged stool correctly; sustainability for fire, reduce utility rates, and create money to develop. He thinks the reasonable number is somewhere between \$250,000 and a million dollars and would lean back towards a little higher number because of the two bullets coming. He also thinks this money should go into a fund with a vision and process before being spent and if the process is done well, there is the ability to bond some of these funds which will give the ability to pay a little as you go. CM Minner stated the maximum impact is a million dollars, but thinks it will be doing the community justice to get half a million up to \$250,000 freed up.

Commissioner Robuck asked what can be bonded at \$250,000. CM Minner stated probably five million for fifteen years. Finance Director (FD) Bill Spinelli stated it will also depend on the project.

Commissioner Christian stated if talking about taking \$250,000 from here there is still going to be money in the general fund so it is not like this is the only source of money going until we want to bond some. He hopes the city will still continue to keep its house in order and look at other potential cost savings in the general fund to be able to match the \$250,000 bond. If do not have to use all that three million for utility, still knowing

MINUTES OF THE CITY COMMISSION WORKSHOP TUESDAY, JANUARY 27, 2015

that money is coming, if there is a project and we need some more money than maybe the city could say only take two point five million.

CM Minner stated he does not see that scenario in the next couple years because he thinks the city will have enough growth and shifting to get maybe six figures; half a million or \$250,000. One example is the general pension obligation, the city pays about a million over the course of the entire city and the general fund token of that bill is a couple hundred thousand. That pension number is going to come down saving the entire general employee pension about \$130,000 and the general fund will see fifty to sixty thousand. He stated another reason for not being optimistic is we are just now starting to see a way out of the recession and Leesburg property values for FY 15 were actually a point one percent increase, but does not think you can rely on that beyond the existing obligations of operation and maintenance, and personnel cost. Also, we cannot rely on that to do any substantial capital improvements.

Commissioner Hurley stated he wants to be able to continue the quality of life and does not want to have to cut more employees. If our citizens can save five and a half percent, then that is a substantial savings.

Commissioner Christian stated he agrees with the fire assessment and the full amount, but just does not agree with taxing the churches. He would love to see the community get involved to decide what they want to see done with this money. It can be as simple as speed up the phases to get Venetian Gardens going and completed. He has no problem with the fire assessment he just does not want to sit here for six years trying to decide what to do or how to pay for it. He feels if going to tax people then let them see where their money is going, let them see you are going to reduce rates, but also if going to build something, then build. He just does not want to see the churches taxed.

Commissioner Hurley stated he is going to vote to tax the churches, even his Dad's church and here is why. If five people live in a house and Momma pays the bills, she writes the check and says yes we saved \$11 this month. Do not lower the electric rate and put that money in the general fund to do some capital improvements and then all five in the house drive down the road, see something brand new, and all five of them see what the money has done so there is where the buy in comes into play. His concern is that just by lowering the utility rates and not being able to reinvest in the community he does not feel the city is going to get much buy in. He thinks it will be easier to get buy in when people start to see yes they did a fire assessment but look at what is happening now in our city as a result.

Mayor Dennison asked for the Commission to summarize where the City Manager stands on the issues to start moving forward.

Commissioner Bone stated he is not sure if it is needed, but looking at the implementation schedule he would make a motion for a notice to proceed with implementation.

CM Minner stated he would like to head for the notice of implementation though there are a couple of things needed to weave into the ordinance amounts and how to move forward. He requested by vote or by nod of the head, the four issues discussed this

MINUTES OF THE CITY COMMISSION WORKSHOP TUESDAY, JANUARY 27, 2015

evening to give staff direction on how to proceed with writing the implementation ordinance.

- 1) Appears all want to proceed with the \$155.00 assessment;
- 2) Want to assess the hospital;
- 3) Like to not assess churches (the worship areas);
- 4) Shifting of fees to reduce electric rates.

Ms. Melgarejo stated a church category would need to be created, exempt the church and charge the institutions.

Commissioner Robuck stated he would only be okay with this if there is existing case law to say it can be done because it is not worth \$200,000 in legal bills that could potentially hit the city. He likes the idea, but does not want to do anything that has not already been ruled on.

Ms. Melgarejo stated they have created nursing home categories and based on the public purpose they provide have brought them down to a lesser rate. She just has never seen it done with a church which is why she would need to get some legal guidance.

CM Minner stated talking about shifting of the fees is important because he wants to follow up with the corresponding ordinance that would reduce electric rates. He stated Commissioner Hurley had mentioned keeping a million dollars in the general fund and asked the pleasure of the Commission.

Commissioner Robuck asked what the transfer percentage number is now. CM Minner replied 8.75 percent.

Commissioner Robuck stated philosophically he agrees with Commissioner Hurley on the utilities, but the 8.75 scares him. GRU is going to statutorily set at 6 and if we do not get it low enough, whether it is \$130 or \$132 we could end up in a GRU situation.

Commissioner Hurley stated he does not think Leesburg will end up there because the city is showing where it is making a bench mark difference; coming down.

CM Minner asked what amount is needed for a 6% transfer. FD Spinelli answered probably a little less than two million.

Commissioner Bone stated he is inclined to maximize the amount there. While we cannot say exactly what will be done with the money, we could have some sort of a shopping list on how to reinvest the money. Then when talking with our constituents they can see we are being accountable for the purpose of reinvesting in our community to help make it better and not just letting the money sit there.

CM Minner suggested the Commission restrict any monies for the time being, so even if shifting as much as a million dollars it is restricted under these conditions: A) it goes into a sinking fund, which cannot be spent from until a master plan is completed and adopted; and B) the economic factors, the 441/27 CRA and the DST issues are resolved. These issues will be resolved before actually receiving the money but he thinks the Commission needs those things for good planning purposes.

MINUTES OF THE CITY COMMISSION WORKSHOP TUESDAY, JANUARY 27, 2015

Commissioner Bone stated to be clear the million dollars talking about is not the assessment money, it is other general fund money being freed up and available. The assessment money cannot be used for anything other than Fire.

Commissioner Christian stated he has no problem with a million dollars. He does not want to put the money in a sinking fund where it cannot be touched because if something happens he does not want to have to wait six months to get the money. He does not want to see the city's hands tied but at the same time does not want the city to lose out on any deals.

CM Minner stated there can be caveats established.

Commissioner Christian left the workshop at 7:06 p.m.

FD Spinelli stated it is important to understand the city needs a rate study to get to whatever the rates are and staff needs to know what the Commission wants to do with the transfer. Each year the budget is your budget, but you can change the percentages to do whatever is needed.

CM Minner asked if he is talking an electric rate study and FD Spinelli answered yes.

Commissioner Robuck stated his biggest concern is it is reduced to \$132, whole sale goes up and now we are now back to \$135. He does not want to end up like Gainesville or Vero Beach fighting off law suits.

Commissioner Bone stated if the rate goes up, TRU rates go up \$2, is that not going to justify charging an additional amount as well on the utility fee.

Commissioner Robuck stated yes, except the issue is Leesburg is already unjustifiably high. He just wants to make sure that number gets to a point where we are not going to be fighting off lawsuits.

Commissioner Bone stated he wishes it be \$125 or whatever to make it as cheap as possible and agrees with Commissioner Robuck, he does not want to create any unnecessary law suits because those bills get very expensive.

Mayor Dennison stated the Commission is going to wait for CM Minner and staff to bring back more information from the city attorney and then move ahead.

CM Minner stated he has a good feel for how to bring back the ordinance and at the next Commission meeting staff will report on the findings our city attorney has and will move to start drafting the ordinance.

Commissioner Robuck asked CM Minner to put together a bar graph like the one public power puts out which shows our electric rates in a bar graph and what the different levels would be. He would like to see the amounts of \$250,000, \$750,000 and a million.

CM Minner stated it is not going to change from tonight's that is why he said the \$125 number was really important. The chart has 34 cities and he just pulled out the ones that

MINUTES OF THE CITY COMMISSION WORKSHOP TUESDAY, JANUARY 27, 2015

were regional. He will put together a chart that shows will happen with the rate reduction, keeping a million dollars in the general fund, go from about \$138 to \$134 so Leesburg is still going to be in the upper third. Most of those cities on the public power chart are in the \$125 to \$130 range and right now Leesburg is at \$138 with Gainesville at \$140. The only city right now between Leesburg and Gainesville is probably Bushnell at \$140.01. Come October 1, all things being the same, will see Leesburg drop from \$138 to \$125 which will put us dead last by about \$5.

Commissioner Robuck stated from a legal standpoint SECO and Duke are the ones to really worry about because they are our local competition.

CM Minner stated he does not think SECO and Duke will be the competition but will be the measuring bar. The reliefs are in two different ways; SECO by all intense purposes is another public power organization, they are a co-op, they look and function much like us and Duke frankly is not a competitive industrial utility. If FPL was on our doorsteps, they are sitting at \$104 so Leesburg is lucky to that extent. What is going to push Leesburg though, he thinks are the groups out there that are anti-government in the public power business and the groups out there that are the watch dog groups. He stated there is legislation going to the state legislature every year that says take municipalities out and make them under the jurisdiction of the Public Services Commission. Then there is specific legislation that gets to the state every year saying any utility that looks like Vero Beach has to fall under the PSC and then now GRU has its watch dogs saying automatically have state statutes regulate your transfer levels. Those forces are brewing out there so the closer we can get to \$130 the better.

ADJOURN:

Commissioner Hurley moved to adjourn the meeting. The meeting adjourned at 7:17 p.m.

Mayor

ATTEST:

J. Andi Purvis
City Clerk & Recorder

City of Leesburg Fire Assessment Program

January 27, 2015



Government Services Group, Inc.
www.WeServeGovernments.com

Sandi Melgarejo

Project Coordinator, Government Services Division

SMelgarejo@govserv.com

What is a Fire Assessment?

- A fire assessment is a charge imposed against real property to pay for fire services provided by the local government.
 - Fire services includes such things as:
 - Fire suppression
 - Hazmat response
 - Fire prevention
 - Emergency response and disaster preparedness
 - Safety education
 - Does not include EMS-type calls above first responder

Case Law Requirements

- Special benefit to property
 - Fire services (up to first responder) do provide benefit

and

- Fair and reasonable apportionment
 - Logically and factually driven method must be developed to spread the costs among the benefited properties.
 - Does method of apportionment make sense in terms of what is being provided?
 - Legislative determination receives judicial deference.

Historical Demand Methodology*

- Court tested and approved
- Most widely adopted
- Historical demand is the driving factor
- Based on initial response; therefore, treats all calls equally
- One rate for single family residential structures regardless of size

*Methodology was upheld by the Fourth District Court of Appeals in Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4th DCA 2010).

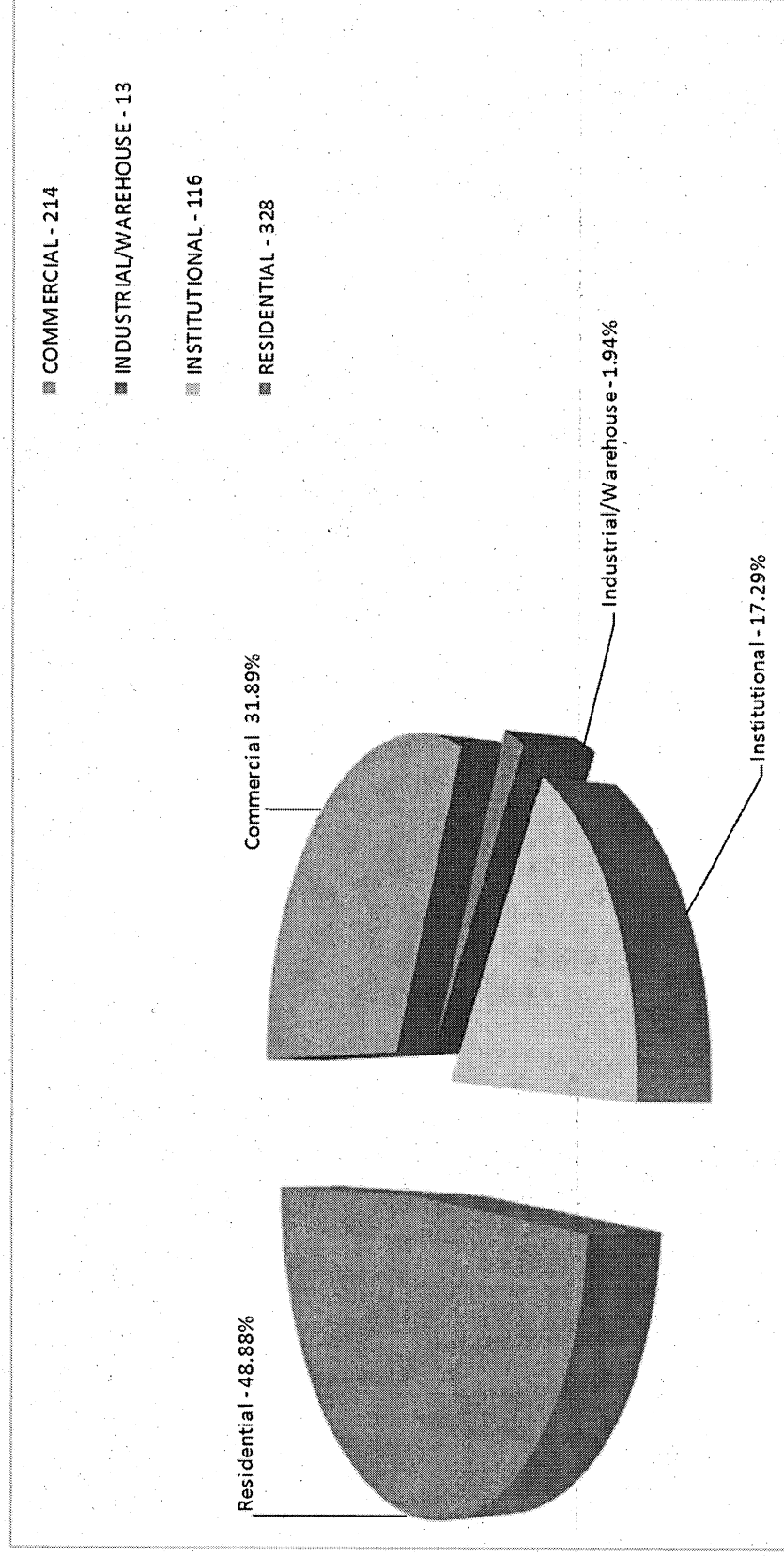
Data Components

- Service Delivery
 - ALS without transport
 - Fire flow available – unlimited – no non-residential square foot cap
 - Benefit area
 - Incorporated Leesburg
- Fire Department Budget
 - Fire Rescue Budget – allocated between non-EMS (fire) and EMS
- Develop Cost Apportionment
 - Call/Incident Data
- Develop Parcel Apportionment/Preliminary Assessment Roll
 - Ad Valorem Tax Roll Data
 - Building/Property Use
 - Dwelling Units
 - Square Footage

5-Year Proforma Assessable Budget

	FY 14-15 Proposed Budget	FY 14-15 Assessable Budget	FY 15-16 Proposed	FY 15-16 Assessable	FY 16-17 Proposed	FY 16-17 Assessable	FY 17-18 Proposed	FY 17-18 Assessable	FY 18-19 Proposed	FY 18-19 Assessable	5-Year Average Proposed	5-Year Average Assessable
Expenditures												
Salaries & Wages	4,721,475	2,663,386	4,603,438	2,596,801	4,488,352	2,531,881	4,376,143	2,468,584	4,266,740	2,406,869	4,491,230	\$2,533,504
Operating Expenditures	710,743	404,214	682,974	394,109	675,650	384,256	658,759	374,650	642,290	365,284	676,083	\$384,503
Total Operation & Maintenance	\$5,432,218	\$3,067,600	\$5,286,413	\$2,990,910	\$5,164,002	\$2,916,137	\$5,034,902	\$2,843,234	\$4,909,030	\$2,772,153	\$5,167,313	\$2,918,007
Capital Improvement Program												
New Fire Station #5	0	0	0	0	0	0	0	0	100,000	56,650	20,000	\$11,330
Fire Station #3 3rd bay for ARFF	0	0	0	0	0	0	0	0	300,000	169,950	60,000	\$33,990
ALS Equipment (Lifecycle 15) Replacement Schedule	0	0	0	0	30,000	0	0	0	30,000	0	12,000	\$0
Extraction Tools 5-year Replacement Schedule	0	0	0	0	30,000	30,000	0	0	30,000	30,000	12,000	\$12,000
Extraction Tools - L5	0	0	0	0	0	0	0	0	30,000	30,000	6,000	\$6,000
Thermal Imaging Camera	0	0	0	0	10,000	10,000	10,000	10,000	10,000	10,000	6,000	\$6,000
Fire-Breathing Apparatus Loan	0	0	0	0	43,205	43,205	0	0	0	0	8,641	\$8,641
Total Capital Improvement Program	\$0	\$0	0	0	113,205	83,205	10,000	10,000	500,000	296,600	124,641	\$77,961
Total Expenditures	\$5,432,218	\$3,067,600	\$5,296,413	\$2,990,910	\$5,277,207	\$2,999,342	\$5,044,902	\$2,853,234	\$5,409,030	\$3,068,753	\$5,291,954	\$2,995,968
Revenues												
Fire Supplemental Comp	\$19,000	\$10,764	19,000	10,764	19,000	10,764	19,000	10,764	19,000	10,764	19,000	\$10,764
ALS-Lake County	\$115,000	\$0	115,000	0	115,000	0	115,000	0	115,000	0	115,000	\$0
Total Revenues	\$134,000	\$10,764	\$134,000	\$10,764	\$134,000	\$10,764	\$134,000	\$10,764	\$134,000	\$10,764	\$134,000	\$10,764
TOTAL EXPENDITURES	\$5,432,218	\$3,067,600	\$5,296,413	\$2,990,910	\$5,277,207	\$2,999,342	\$5,044,902	\$2,853,234	\$5,409,030	\$3,068,753	\$5,291,954	\$2,995,968
TOTAL REVENUES	\$134,000	\$10,764	\$134,000	\$10,764	\$134,000	\$10,764	\$134,000	\$10,764	\$134,000	\$10,764	\$134,000	\$10,764
TOTAL NET EXPENDITURES	\$5,298,218	\$3,056,837	\$5,162,413	\$2,980,147	\$5,143,207	\$2,988,579	\$4,910,902	\$2,842,470	\$5,275,030	\$3,057,990	\$5,157,954	\$2,985,204
Miscellaneous Assessment Expenditures												
Study Costs	22,500	0	0	0	0	0	0	0	0	0	0	\$4,500
Implementation & Annual Maintenance Costs	0	9,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	\$6,400
First Class Notice Costs (7,900 x 1.35)	0	10,665	100	100	100	100	100	100	100	100	100	\$2,193
Collection Costs (TC - 2%)	69,322	\$67,543	\$67,543	\$67,543	\$67,543	\$67,543	\$67,543	\$67,543	\$67,543	\$67,543	\$67,543	\$67,497
Collection Costs (PA - 2%)	69,322	\$67,543	\$67,543	\$67,543	\$67,543	\$67,543	\$67,543	\$67,543	\$67,543	\$67,543	\$67,543	\$67,497
Statutory Discount & Undercollection (4% & 1%)	178,777	\$174,189	\$174,189	\$174,189	\$174,189	\$174,189	\$174,189	\$174,189	\$174,189	\$174,189	\$174,189	\$174,072
Total Misc. Assessment Expenditures	339,920	\$329,439	\$329,439	\$329,439	\$329,439	\$329,439	\$329,439	\$329,439	\$329,439	\$329,439	\$329,439	\$322,159
TOTAL ASSESSABLE COSTS	\$3,396,756	\$3,309,585	\$3,309,585	\$3,309,585	\$3,309,585	\$3,309,585	\$3,309,585	\$3,309,585	\$3,309,585	\$3,309,585	\$3,309,585	\$3,307,364

Cost Apportionment: Based on Historical Demand for Fire Services (Calendar Year 2013)



Parcel Apportionment

Category	Parcel Apportionment
Residential Category Residential	Dwelling Unit
Non-Residential Categories Commercial Industrial/Warehouse Institutional	Square Footage

Assessment Rate Calculations

Maximum Rates

Category	Number of Incidents	Percentage of Calls	Proportion of 5-Year Average Assessable Costs	Billing Units	Per Unit Rate
Residential	328	48.88%	\$1,616,714	10,475	\$155.00 year \$12.92 month
Commercial	214	31.89%	\$1,054,808	7,544,933	\$0.14
Industrial/Warehouse	13	1.94%	\$64,077	2,885,820	\$0.03
Institutional	116	17.29%	\$571,765	1,775,963	\$0.33
Total	671	100%	\$3,307,364		
Estimated Gov. Buy-down			\$349,663		
Estimated Inst. Tax Exempt			\$180,163		
Total Estimated Net Revenue			\$2,777,538		

Fire Assessment Rate Scenarios

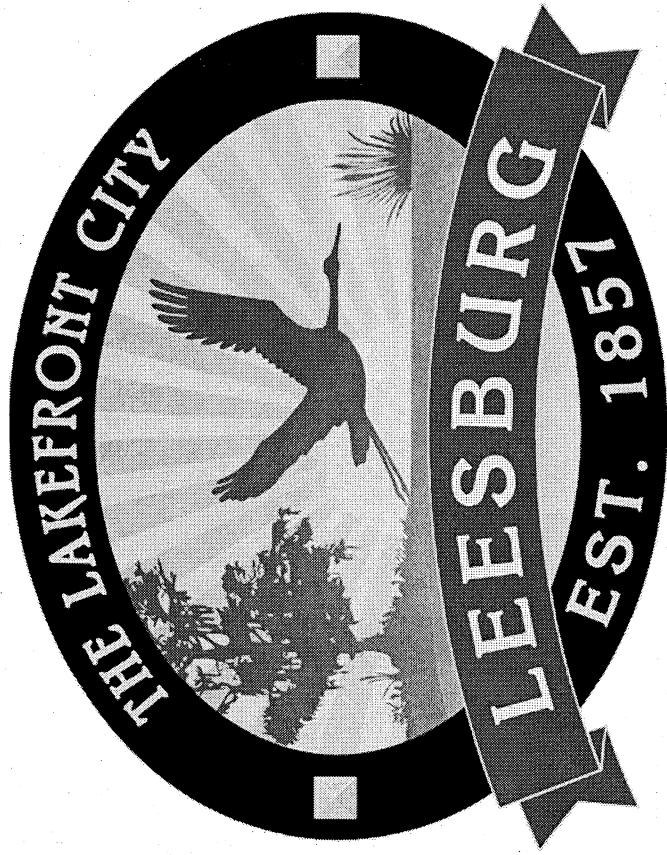
	63.5%	74.5%	80.5%	100%
Residential Property Use Categories	Rate Per Dwelling Unit	Rate Per Dwelling Unit	Rate Per Dwelling Unit	Rate Per Dwelling Unit
Residential	\$99.00	\$115.00	\$125.00	\$155.00
Non-Residential Property Use Categories	Rate Per Square Foot	Rate Per Square Foot	Rate Per Square Foot	Rate Per Square Foot
Commercial	\$0.09	\$0.11	\$0.12	\$0.14
Industrial/Warehouse	\$0.02	\$0.02	\$0.02	\$0.03
Institutional	\$0.21	\$0.24	\$0.26	\$0.33
Total Estimated Gross Revenue	\$2,100,176	\$2,463,986	\$2,662,428	\$3,307,364
Total Estimated Government Buy-down	\$222,673	\$255,132	\$276,401	\$349,663
Total Estimated Institutional Tax Exempt Buy-down	\$114,649	\$131,028	\$141,946	\$180,163
Total Estimated Net Revenue	\$1,762,854	\$2,077,826	\$2,244,081	\$2,777,538

Implementation Schedule

Event	Date
Workshop	January 27, 2015
Notice to Proceed with Implementation	January 2015
First Reading of Service Assessment Ordinance (if necessary)	March - April 2015
City Publishes notice of public hearing to adopt Service Assessment Ordinance	April 2015
City Adopts Service Assessment Ordinance	April 2015
City Adopts Initial Assessment Resolution	April 2015
City publishes notice of public hearing to adopt Final Rate Resolution	April - May 2015
Mail First Class Notices to Property Owners	April - May 2015
Public hearing to adopt Final Assessment Rate Resolution	May 2015
City Certifies Non-Ad Valorem Assessment to Tax Collector	By September 15, 2015
Tax Bills Mailed	November 2015

Policy Direction

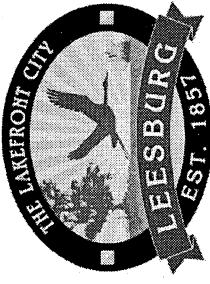
- Notice to Proceed with Implementation
 - Rates
- Exemption Policy
 - Government Parcels
 - Institutional Tax Exempt Parcels
 - Hardship Exemption
- Vacancy Credit for Mobile Home/RV Parks
- Other Issues



Fire Assessment Fee Workshop

Tuesday, January 27, 2015

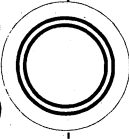
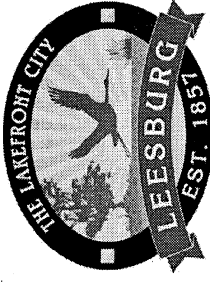
History of Fire Service Financial Examination



1. Leesburg has examined the cost/benefits of Fire Services for significant time.
2. Factors Leading to Fee Assessment Consideration:
 - ✓ Rising Costs
 - ✓ Slow to No Growth Factors Not Recouping Earlier Service Investments
 - ✓ Tax Revenues Flat and Declining
3. As a result in Winter 2014, examined County Fire/EMS service delivery.
 - ✓ This option proved more costly with lower levels of service.
4. Developed the Fire Sustainability Plan.
 - ✓ Shift Capital Equipment Costs
 - ✓ Early Retirement Incentive Program Savings
 - ✓ Staff Reductions Through Attrition
 - ✓ Adoption of a Fire Assessment Fee
5. Conclusions -
 - ✓ When compared to Lake County, Leesburg can provide higher service levels at a lower cost; especially considering the net results of an electric fee reduction.

Under Taxed and Over Utilitized

Presentation Overview



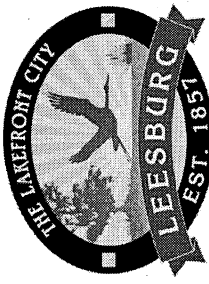
1. Reasons to Adopt a Fire Assessment Fee

2. Supporting Data

3. The Quid-Pro-Quo:

- ✓ Reduce Electric Rates
- ✓ Adopt a Fire Assessment Fee
- ✓ Options for Shifting Revenue

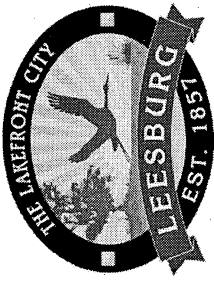
Reasons For Adopting A Fire Assessment Fee



1. Revenue Stability

- ✓ Assessment creates a fire service charge based on actual service delivery costs; thereby, providing fiscal accountability and service justification.
- ✓ Assessment can fairly distribute the cost of fire services to all classes of users that demand a high level of fire protection - Industrial, Commercial, Residential and Institutional.
- ✓ As tax base weakens, Assessment creates a new revenue which finances public safety services, without absorbing all general revenues and increasing utility costs by over reliance on Enterprise Transfers.

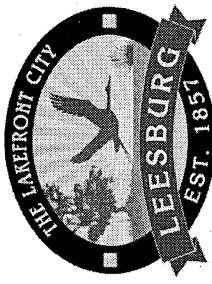
Reasons For Adopting A Fire Assessment Fee



2. Good Financial Planning

- ✓ Leesburg has established a primary goal to invest in community by redeveloping. To achieve this goal, revenue is needed to (1) pay for outstanding obligations and/or (2) finance redevelopment projects.
- ✓ FY 18 Could Bring Bad News:
 - 441/27 CRA Debt
 - DST Revenue Sunset Provision
- ✓ Good News:
 - Fall 2015 Will Determine Financial Cost
 - If All Goes Well, Funds Available for New Projects

Reasons For Adopting A Fire Assessment Fee



3. Over Utilities and Under Taxed

- ✓ The statewide average for property tax levy per capita is \$378.
- ✓ Leesburg's tax levy per capita is \$232. (\$146 Below Average)
- ✓ Leesburg's average electric rate is \$138.97/month (Among the highest Statewide)
- ✓ This scenario can be reversed in order to achieve established goals.
- ✓ Here's how, instead of increasing electric rates 5% in FY 16, reduce them by up to 6.88% and implement a Fire Assessment Fee.
 - Options are possible to share newly created revenue between the Electric and General Funds, without unreasonably increasing the tax levy per capita.

Supporting Data

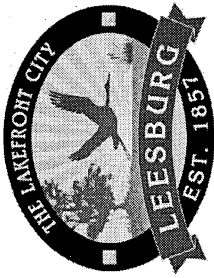


Desirable Community Comparatives – Tax Levy

MUNICIPALITY	PER CAPITA TAXES LEVIED	ESTIMATED ANNUAL TAXES
St. Augustine	\$ 631	\$ 1,202.16
Jacksonville Beach	\$ 470	\$ 969.89
Lake Mary	\$ 433	\$ 903.65
Venice	\$ 415	\$ 881.56
Ocala	\$ 388	\$ 658.34
Mount Dora	\$ 373	\$ 648.38
Tavares	\$ 273	\$ 501.47
Leesburg	\$ 232	\$ 364.34
Clermont	\$ 220	\$ 362.94
DeLand	\$ 290	\$ 361.93
Winter Garden	\$ 227	\$ 355.59
Lakeland	\$ 209	\$ 289.56
Altamonte Springs	\$ 161	\$ 259.02
Gainesville	\$ 191	\$ 247.70
Apopka	\$ 157	\$ 219.87
Kissimmee	\$ 165	\$ 180.37
GROUP AVERAGE	\$ 302	\$ 525.42
STATEWIDE AVERAGES	\$ 378	

\$161.08
Below Group

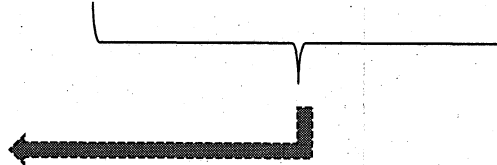
Supporting Data



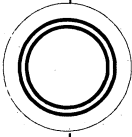
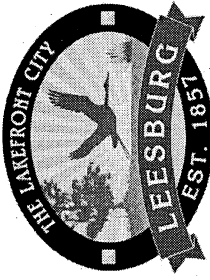
Lake County Community Comparatives – Tax Levy

MUNICIPALITY	PER CAPITA TAXES LEVIED	ESTIMATED ANNUAL TAXES
Howey-in-the-Hills	\$ 42	\$ 1,006.16
Mount Dora	\$ 373	\$ 648.38
Eustis	\$ 295	\$ 358.96
Tavares*	\$ 273	\$ 501.04
Umatilla	\$ 249	\$ 210.34
Leesburg	\$ 232	\$ 364.34
Clermont	\$ 220	\$ 362.94
Groveland	\$ 220	\$ 276.38
Minneola*	\$ 206	\$ 254.52
Lady Lake	\$ 188	\$ 306.53
Fruitland Park	\$ 176	\$ 203.84
Mascotte*	\$ 175	\$ 75.62
Astatula	\$ 154	\$ 73.59
Montverde*	\$ 146	\$ 264.08
GROUP AVERAGE	\$ 211	\$ 350.48

Communities w/ Fire
Assessment Fees of
\$142,\$59,\$120,\$40



Supporting Data

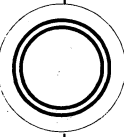
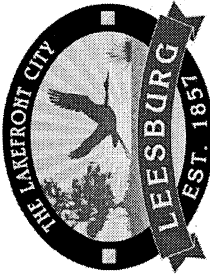


Regional Electric Rate Comparatives

UTILITY PROVIDER 1,000 kWh/Month		
Leesburg (Future)	\$	145.92
Gainesville	\$	140.50
Leesburg (Current)	\$	138.97
Duke Energy	\$	129.49
Sumter Electric	\$	124.23
Mount Dora	\$	120.38
Ocala	\$	118.64
Lakeland	\$	106.14
STATEWIDE AVERAGES		\$ 125.02

Fee Quid-Pro-Quo

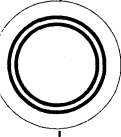
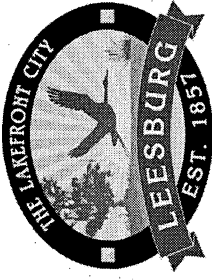
Actual Cost Increase



	RESIDENTIAL @ 1000 kwh			
	<i>Electric Rate Reduction</i>			
<i>Residential @ 1000kwh</i>	2.30%	4.60%	6.88%	
Current Rates @ Nov 2014	\$ 138.97	\$ 138.97	\$ 138.97	
New Rate @ Nov 2015	\$ -	\$ -	\$ -	
Electric Rate Reduction per Month	\$ (2.46)	\$ (4.92)	\$ (7.36)	
Electric Savings - 12 Months	\$ (29.52)	\$ (59.04)	\$ (88.32)	
Annual Fire Assessment	\$ 60.00	\$ 105.00	\$ 155.00	
Increase (Decrease) to Customer	\$ 30.48	\$ 45.96	\$ 66.68	

Fee Quid-Pro-Quo

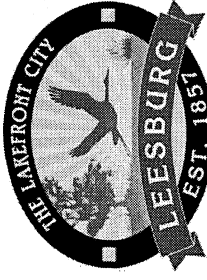
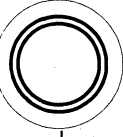
Relative Savings



RELATIVITY COMPARISON				
<i>Residential @ 1000kwh</i>				
Scheduled 5% Rate Increase @ Nov 2015	\$	144.32	\$	144.32
Annual Electric Cost	\$	1,731.84	\$	1,731.84
Fire Assessment Fee	\$	-	\$	-
TOTAL COST with Nov 2015 Elec Increase	\$	1,731.84	\$	1,731.84
<i>Electric Rate Reduction (From FY 14 Rates)</i>				
One Month Revenue with Rate Reduction	\$	136.51	\$	131.61
Annual Electric Costs	\$	1,638.12	\$	1,579.32
Fire Assessment Fee	\$	60.00	\$	155.00
TOTAL COST	\$	1,698.12	\$	1,734.32
RELATIVE SAVINGS (Increase)	\$	33.72	\$	(2.48)

Fee Quid-Pro-Quo

Blended Actions – Still a Lower Net Fee

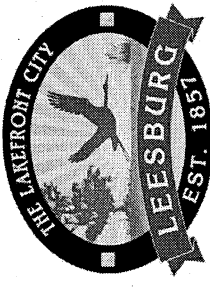


BLENDDED ACTION

New General Fund Revenue	\$	1,000,000	\$	500,000
One Month Revenue with Rate Reduction	\$	134.05	\$	132.83
Annual Electric Costs	\$	1,608.60	\$	1,593.96
Fire Assessment Fee	\$	155.00	\$	155.00
Blended Total	\$	1,763.60	\$	1,748.96
ACTUAL INCREASE	\$	95.96	\$	81.32
RELATIVE INCREASE	\$	31.76	\$	17.12
FIRE ASSESSMENT COMPARISON	\$	155.00	\$	155.00

- [illegible]

Fire Assessment Fee Recommendation



- Instruct Staff to Prepare a Fire
Assessment Fee Ordinance



AGENDA MEMORANDUM

Item No: 4.B.1.

Meeting Date: May 26, 2015

From: DC Maudlin, Public Works Director

Subject: Purchase request by the Public Works Department Wastewater Division for the purchase of treatment chemicals using an existing unit price agreement.

Staff Recommendation:

Staff recommends approval of an additional \$40,000.00 expenditure to Allied Universal, Inc. for the purchase of liquid sodium hypochlorite (chlorine).

Analysis:

In the wastewater treatment process, liquid sodium hypochlorite (chlorine) is used to disinfect effluent. For FY 15, the Commission approved an initial expenditure of \$60,000.00 for this item.

There has been a significant increase in the usage of this chemical at the Canal Street Plant due to required repair and maintenance of one of the Sequencing Batch Reactors (SBR) tanks at the Turnpike Wastewater Treatment Facility. To manage the City's treatment requirements while one of the SBR tanks is down, wastewater has been diverted to the Canal plant. This operational modification increases the use of chlorine as effluent is shifted between plants.

Procurement Analysis:

The City has an existing unit price agreement with Allied Universal, Inc. for the product listed. This purchase would be made using the contracted unit prices established by the agreement.

Fiscal Impact:

The account listed (operating supplies/chemicals) is over budget; however funds are available for this expense by shifting other operational expenses. The department will monitor the expenses and does not anticipate that the bottom line will be over budget by the end of FY 15.

Submission Date and Time: 5/21/2015 8:43 AM

Department: <u>Public Works</u> Prepared by: <u>Terry Pollard</u> Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Advised: <u>Not Required</u> <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> Revised 6/10/04	Reviewed by: Dept. Head DCM Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>044-4051-535.52-80</u> Project No. <u>447015</u> WF No. _____ Requisition No. <u>47494</u> Budget <u>\$40,000.00</u> Available <u>\$40,000.00</u>
--	---	---



AGENDA MEMORANDUM

Item No: 4.B.2.

Meeting Date: May 26, 2015

From: Jim Lemberg, Communications Utility Manager

Subject: Purchase request and bid award for the purchase of Ciena optical network equipment.

Staff Recommendation:

Staff recommends award of the Invitation to Bid and approval of the purchase to Ronco Communications for a total amount of \$66,972.05.

Analysis:

This Invitation to Bid (ITB) was issued from a purchase request made by the Communications Utility for the purchase of optical network equipment. More specifically, Ciena brand 5142 Network switches, optics, software, and maintenance and support.

This equipment will be used to fulfill the customer order for the Lake County Library project. The customer order was approved by City Commission April 13, 2015 under Resolution 9581.

Procurement Analysis:

The Purchasing Division issued ITB 150371 requested interested and qualified companies to submit bids for the specified equipment. Purchasing posted the bid opportunity to the on-line bid system Public Purchase as well as directly e-mailing known resellers of the Ciena brand networking equipment.

On May 11, 2015 two bid responses were received by the appointed deadline. One other response was received well after the deadline and was deemed non-responsive and not considered for award. The bids received were from Ronco Communications (\$66,972.05) and LightRiver Technologies (\$66,999.00).

Staff evaluated the two bid responses and has determined Ronco Communications to be a responsible bidder (authorized Ciena reseller) and submitting the lowest responsive bid. The detailed final bid tabulation is attached for your review. The City has purchased Ciena hardware from Ronco in the past.

Options:

1. Approve the bid award and purchase to Ronco Communications; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

This cost is included in the Lake County Library project budget of \$527,459.00. A budget adjustment was processed to allow for this budget and will be reflected on the third quarter budget adjustments.

Submission Date and Time: 5/21/2015 8:43 AM

Department: <u>Information Technology</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>045-5099-539.64-10</u> Project No. <u>450001</u> WF No. <u>WF0970739 / 21</u> Req. No. <u>47473</u> Budget <u>\$300,000.00</u> Available <u>\$300,000.00</u>
--	---	--

5142 ACCESS CONCENTRATORS					Ronco Communications		LightRiver Technologies	
Bid item	Ciena Item Code	Description	Qty	Unit	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1.0	Core							
1.1	170-5142-930	5142,(20)100/1000M SFP,(4) 1G/10G SFP+, SYNC, EXT. TEMP, (2)SLOTS AC OR DC PLUG POWER SUPPLY	5	Each	\$2,986.67	\$14,933.35	\$2,987.00	\$14,935.00
1.2	170-0014-900	3930/3932/5142,AC PLUGGABLE POWER SUPPLY,WIDE RANGE	10	Each	\$240.00	\$2,400.00	\$240.00	\$2,400.00
2.0	Software 5160							
2.1	S70-0012-900	SAOS ADVANCED ETHERNET PERPETUAL SOFTWARE LICENSE FOR 5142	5	Each	\$370.67	\$1,853.35	\$371.00	\$1,855.00
2.2	S70-0012-901	SAOS ADVANCED OAM PERPETUAL SOFTWARE LICENSE FOR 5142	5	Each	\$240.00	\$1,200.00	\$240.00	\$1,200.00
2.3	S70-0001-904	SAOS ADVANCED 10G PERPETUAL SOFTWARE LICENSE FOR 3930	1	Each	\$528.00	\$528.00	\$528.00	\$528.00
2.4	S70-0012-905	SAOS ADVANCED 10G PERPETUAL SOFTWARE LICENSE FOR 5142	5	Each	\$792.00	\$3,960.00	\$792.00	\$3,960.00
2.5	170-0204-900	SAOS ADVANCED SECURITY PERPETUAL SOFTWARE LICENSE FOR USE WITH SAOS 6.X	5	Each	\$50.67	\$253.35	\$51.00	\$255.00
3.0	Cables							
3.1	170-0044-900	AC POWER CORD, IEC C13, 5-15P,125VAC,10A, 10FT	10	Each	\$8.00	\$80.00	\$8.00	\$80.00
4.0	Accessories							
4.1	170-0062-900	EIA-RJ45M STANDARD TO CISCO RJ45F SERIAL PORT ADAPTER,6 IN	10	Each	\$32.00	\$320.00	\$32.00	\$320.00
5142 SMALL FORM FACTOR PLUGGABLE TRANSCEIVERS								
5.0	Multimode optics - dual fiber							
5.1	XCVR-B00CRJ	10/100/1000M,SFP TRANSCEIVER,RJ45 CONNECTOR,SGMII,100 METERS, RX LOS,EXTENDED TEMPERATURE	16	Each	\$100.00	\$1,600.00	\$100.00	\$1,600.00
6.0	Extended Temperature Range Single Mode Optics - Dual Fiber							
6.1	XCVR-A40Y31	100M/1 GIG, SM SFP OPTIC, LC CONNECTOR, 40 KM, 1310 NM,EXTENDED TEMPERATURE	14	Each	\$257.78	\$3,608.92	\$258.00	\$3,612.00
6.2	XCVR-A10Y31	100M/1GIG, SM SFP OPTIC, LC CONNECTOR, 10 KM, 1310 NM,EXTENDED TEMPERATURE	8	Each	\$130.67	\$1,045.36	\$131.00	\$1,048.00
6.3	XCVR-080Y55	100M/1 GIG,SM SFP OPTIC,LC CONNECTOR,80 KM,1550 NM,EXTENDED TEMPERATURE	10	Each	\$411.11	\$4,111.10	\$412.00	\$4,120.00
7.0	Single Mode XFP Optics - Dual Fiber							
7.1	XCVR-S10V31	10 GIG,SM SFP+,LC CONNECTOR,10 KM,1310NM,EXTENDED TEMPERATURE	4	Each	\$708.89	\$2,835.56	\$709.00	\$2,836.00
7.2	XCVR-S40V55	10 GIG,SM SFP+,LC CONNECTOR,40 KM,1550NM,EXTENDED TEMPERATURE	4	Each	\$1,666.67	\$6,666.68	\$1,667.00	\$6,668.00
7.3	XCVR-S80V55	10 GIG,SM SFP+,LC CONNECTOR,80 KM,1550NM,EXTENDED TEMPERATURE	4	Each	\$4,222.22	\$16,888.88	\$4,223.00	\$16,892.00

5142 ACCESS CONCENTRATORS					Ronco Communications		LightRiver Technologies	
Bid item	Ciena Item Code	Description	Qty	Unit	Unit Cost	Extended Cost	Unit Cost	Extended Cost
MAINTENANCE SERVICES - WARRANTY AND SUPPORT								
8.0	Warranty and Support							
8.1	80M-5142-SM3	SMARTSUPPORT, 5142 3 YEAR	5	Each	\$612.50	\$3,062.50	\$613.00	\$3,065.00
8.2	80M-5142-HW2	HARDWARE REPAIR SERVICE 10-DAY MAINTENANCE, 5142, 2 YEAR	5	Each	\$155.00	\$775.00	\$155.00	\$775.00
8.3	80M-5142-NA3	NEXT BUSINESS DAY SHIP MANAGED SPARES, 5142, 3 YEAR	5	Each	\$170.00	\$850.00	\$170.00	\$850.00
TOTAL BID ALL ITEMS \$						\$66,972.05		\$66,999.00
Days Delivery ARO						40 Cal. Days		45 Cal. Days
Responsive Bid					YES		YES	
Responsible Bidder					YES		YES	

This Final Detailed Bid Tabulation has been reviewed and approved by:



Mike Thornton, Purchasing Manager



AGENDA MEMORANDUM

Item No: 4.C.1.

Meeting Date: May 26, 2015

From: Patrick M. Foster, P.E., Electric Director

Subject: Acceptance of Utility Easement from Cynthia Clark and Daniel C. Devries, for land located at 9145 Silver Lake Drive, Leesburg

Staff Recommendation:

Staff recommends approving the Resolution accepting the Utility Easement from Cynthia Clark and Daniel C. Devries, pertaining to land located in Lots 3, 11 and 12, according to the plat of the Resubdivision of Silver Lake Estates in the City of Leesburg, Lake County, Florida.

Analysis:

Cynthia Clark and Daniel C. Devries are granting a Utility Easement to the City of Leesburg for the purpose of construction, installation, repair, maintenance, replacement and improvement of the underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics and telecommunication.

Options:

1. Adopt the Resolution accepting the Utility Easement as presented: or,
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

None

Submission Date and Time: 5/21/2015 8:43 AM

Department: <u>Electric</u> Prepared by: <u>Sandra Ullman</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u>Not Required</u> <u>X</u> Dates: <u> </u> Attorney Review : Yes <u>X</u> No <u> </u> <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u>Patrick M. Foster, P.E.</u> Finance Dept. <u> </u> Deputy C.M. <u> </u> Submitted by: <u> </u> City Manager <u> </u>	Account No. <u> </u> Project No. <u> </u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
---	---	---

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A UTILITY EASEMENT FROM CYNTHIA CLARK AND DANIEL C. DEVRIES, AS GRANTOR, TO THE CITY OF LEESBURG, FLORIDA, AS GRANTEE, PERTAINING TO LAND LOCATED IN LOTS 3, 11, AND 12, ACCORDING TO THE PLAT OF THE RESUBDIVISION OF SILVER LAKE ESTATES IN THE CITY OF LEESBURG, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE City Commission of the City Leesburg, Florida, that:

The City of Leesburg does hereby accept from Cynthia Clark, also known as Cynthia Clark Brooker, joint by her husband, Daniel C. DeVries, a Utility Easement, dated February 17, 2015, and recorded on February 27, 2015 in Official Records Book 4590, Pages 1502-1504, Public Records of Lake County, Florida, conveying certain real property located in Lots 3, 11 and 12, according to the Plat of the Resubdivision of Silver Lake Estates, in the City of Leesburg, Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

THIS RESOLUTION shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held the 26th day of May, 2015.

Mayor

ATTEST:

City Clerk



THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

INSTRUMENT #2015020521
OR BK 4590 PG 1502 - 1504 (3 PGS)
DATE: 2/27/2015 8:46:13 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$27.00 DEED DOC \$0.70

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 17th day of February, 2015, by CYNTHIA CLARK, ALSO KNOWN AS CYNTHIA CLARK BROOKER, JOINED BY HER HUSBAND, DANIEL C. DEVRIES, whose address is 9145 Silver Lake Drive, Leesburg, Florida 34788, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, electricity, cable television, fiber optics, and telecommunications. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

GRANTOR:

Joseph Clark
fil
(Type or print name of Witness)

Cynthia Clark
CYNTHIA CLARK, a/k/a CYNTHIA CLARK
BROOKER

Jacqueline A. Clark
DANIEL C. DEVRIES
Jacqueline B. Clark
(Type or print name of witness)

Daniel C. Devries
DANIEL C. DEVRIES

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared CYNTHIA CLARK, a/k/a CYNTHIA CLARK BROOKER, joined by her husband, DANIEL C. DEVRIES, who acknowledged before me that they executed this instrument on the 17 day of February, 2015, and who were either ☒ personally known to me, or who ☐ produced _____ as identification.

Kayla Truss
NOTARY PUBLIC
Kayla Truss
Type or print name of Notary

FF093865
Commission Number
2/18/2018
Commission expiration date



EXHIBIT " A "
SHEET 1 OF 1



NORTH LINE OF LOT 3, PLAT BOOK 5, PAGES 1 & 2

NORTHWEST CORNER OF THE
SOUTH 1/2 OF LOT 11

—N89°28'18"W 10.35'

LOT 3

CONCRETE
BLOCK
BUILDING
COVERED
CONCRETE

PROPOSED NEW EASEMENT

LEGAL DESCRIPTION

2012 NORTH LINE OF SOUTH 1/2 OF LOT 11,
PLAT BOOK 11, PAGE 71

FROM THE SOUTHWESTERLY CORNER OF SAID LOT 12, RUN S72°53'08"E, ALONG THE SOUTHWESTERLY BOUNDARY THEREOF A DISTANCE OF 10.19 FEET; THENCE DEPARTING SAID SOUTHWESTERLY BOUNDARY, N05°59'30"E, 21.22 FEET; THENCE S81°54'13"E, 28.78 FEET; THENCE N08°05'47"E, 10.00 FEET; THENCE N81°54'13"W, 62.73 FEET; THENCE N08°05'47"E, 90.49 FEET; THENCE N53°20'51"E, 41.18 FEET; THENCE N05°30'30"E, 23.72 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID LOT 11; THENCE ALONG THE BOUNDARY OF SAID SOUTH 1/2 OF LOT 11 THE FOLLOWING TWO COURSES: N69°28'18"W, 10.35 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF LOT 11; THENCE S05°30'30"W, ALONG THE WEST LINE OF LOT 11 A DISTANCE OF 21.97 FEET; THENCE DEPARTING THE BOUNDARY OF SAID LOT 11, S53°20'51"W, 40.89 FEET; THENCE S08°05'47"W, 104.85 FEET; THENCE S81°54'13"E, 33.94 FEET; THENCE S05°59'30"W, 19.62 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.06 ACRES, MORE OR LESS.

LOT 3

PROPOSED NEW EASEMENT

LEGEND

LB LICENSED BUSINESS
POB POINT OF BEGINNING

LOT 3

POINT OF BEGINNING
SOUTHWESTERLY CORNER OF LOT 12
RESUBDIVISION OF THE SUBDIVISION
OF SILVER LAKE ESTATES

1/9/15
DATE

William E. Barley
WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3815

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE EAST LINE OF LOT 3, AS SHOWN ON THE PLAT OF SILVER LAKE ESTATES, AS RECORDED IN PLAT BOOK 3, PAGES 1 & 2, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS BEING S04°29'15"W, AN ASSUMED MERIDIAN.





Item No: 4.C.2.

Meeting Date: May 26, 2015

From: Jim Lemberg – Manager, Communications Utility

Subject: Resolution accepting and approving a utility easement from PRVR of Tavares, LLC.

Staff Recommendation:

Staff recommends approval of a resolution accepting and approving a utility easement from PRVR of Tavares, LLC, pertaining to land located in Tavares.

Analysis:

The Communications Utility needs to place underground fiber optic cable on property owned by PRVR of Tavares, LLC, in order to provide service to a new customer site in Tavares.

Options:

1. Approve the resolution, or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

None

Submission Date and Time: 5/21/2015 8:43 AM

Department: <u>IT/Communications</u>	Reviewed by: Dept. Head _____	Account No. <u>n/a</u>
Prepared by: <u>Jim Lemberg</u>		
Attachments: Yes <u>X</u> No _____	Finance Dept. _____	Project No. <u>n/a</u>
Advertised: <u>Not Required X</u>		
Dates: <u>n/a</u>	Deputy C.M. _____	WF No. <u>n/a</u>
Attorney Review : Yes <u>X</u> No _____	Submitted by: _____	Budget <u>n/a</u>
 _____	City Manager _____	Available <u>n/a</u>
Revised 6/10/04		

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A UTILITY EASEMENT FROM PRVR OF TAVARES, LLC, TO THE CITY OF LEESBURG, FLORIDA, FOR PROPERTY LYING IN SECTION 22, TOWNSHIP 19 SOUTH, RANGE 26 EAST, IN THE CITY OF TAVARES, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, that:

The City of Leesburg, Florida, does hereby accept from PRVR of Tavares, LLC, a Utility Easement, recorded on April 27, 2015, in Official Records Book 4616, Pages 2457-2461, Public Records of Lake County, Florida, conveying certain real property lying in Section 22, Township 19 South, Range 26 East, in the City of Tavares, Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

THIS RESOLUTION shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the twenty-sixth day of May, 2015.

THE CITY OF LEESBURG

By: _____
Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357



Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 17th day of April, 2015, by PRVR OF TAVARES, LLC, whose address is 1330 SE 73rd Place, Ocala, FL 34480, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground fiber optic and communications utilities. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required)

GRANTOR: PRVR OF TAVARES, LLC

D. J. Farmer
Dorion Farmer
(Type or print name of Witness)

BY: Prabhakar Rumalla
PRABHAKAR RUMALLA, Manager

J. P. Sanchez
J. P. Sanchez
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF Laurel

BEFORE ME, the undersigned Notary Public, personally appeared Prabhakar Rumalla, as Manager of PRVR of Tavares, LLC and, who acknowledged before me that he executed this instrument on the 17th day of April, 2015, and who was either ☐ personally known to me, or who ☒ produced Driver's License as identification.

Michelle A. Wilkinson
NOTARY PUBLIC

Commission Number

Type or print name of Notary

Commission expiration date



JOINDER & CONSENT OF MORTGAGEE

The undersigned, as holder of a mortgage or other lien on the above described property, as recorded in Official Records Book 3515, Page 221, Public Records of Lake County, Florida, does hereby join in and consent to the granting of the easement to the City of Leesburg, Florida, and agrees that its interest in the property shall henceforth be inferior and subordinate to the easement rights herein created.

COMMUNITY BANK & TRUST OF FLORIDA

BY:

JOHN E. TIGHT, VICE PRES.
Type or print name and position or title

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned Notary Public, personally appeared JOHN E. TIGHT, the VICE PRESIDENT of Community Bank & Trust of Florida, who acknowledged before me that (s)he executed this instrument on the 21st day of APRIL, 2015, and who was either ☒ personally known to me, or who ☐ produced _____ as identification.

Linda L. Davis
NOTARY PUBLIC

Commission Number _____

Type or print name of Notary _____

Commission expiration date _____



SCHEDULE "A"

DESCRIPTION :

A portion of Lot 1, Omni per plat thereof as recorded in Plat Book 56, Page 2, Public Records of Lake County, Florida, being more particularly described as follows:


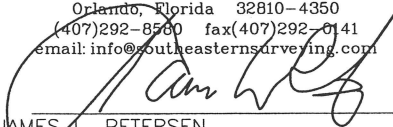
Commence at the Northwest corner of Lot 1, Omni per plat thereof as recorded in Plat Book 56, Page 2, Public Records of Lake County, Florida, said point being on the Southerly right of way line of U. S. Highway 441 as shown on said plat; thence North 89°55'35" East, a distance of 38.45 feet along said Southerly right of way line, to the POINT OF BEGINNING; thence continue N 89°55'35" E, a distance of 10.35 feet along said right of way line; thence departing said right of way line South 14°56'52" East, a distance of 32.02 feet to a point on the East line of said Lot 1; thence South 22°46'30" West, a distance of 633.37 feet along said East line to a point on the South line of the NW 1/4 of the NW 1/4 of the SW 1/4 of Section 22, Township 19 South, Range 26 East, Lake County, Florida; thence South 89°50'26" West, a distance of 65.87 feet along said South line to a point on the West line of said SW 1/4 of Section 22, said point also being on the East line of the SE 1/4 of said Section 21; thence South 89°52'38" West, a distance of 138.70 feet along said South line; thence departing said South line North 00°07'22" West, a distance of 10.00 feet to a point on a line that is 10.00 feet North of and parallel with said South line; thence North 89°52'38" East along said parallel line a distance of 138.68 feet to a point on the East line of said SE 1/4 of Section 21, said point also being on the West line of said SW 1/4 of Section 22; thence North 89°50'26" East, a distance of 59.25 feet along a line that is 10.00 feet North of and parallel with the South line of said NW 1/4 of the NW 1/4 of said SW 1/4 to a point on a line that is 10.00 feet West of and parallel with the East line of said Lot 1; thence North 22°46'30" East along said parallel line, a distance of 623.33 feet; thence North 14°56'52" West, a distance of 31.26 feet to the POINT OF BEGINNING.

Containing 8612 square feet or 0.20 acres, more or less.

SURVEYORS REPORT

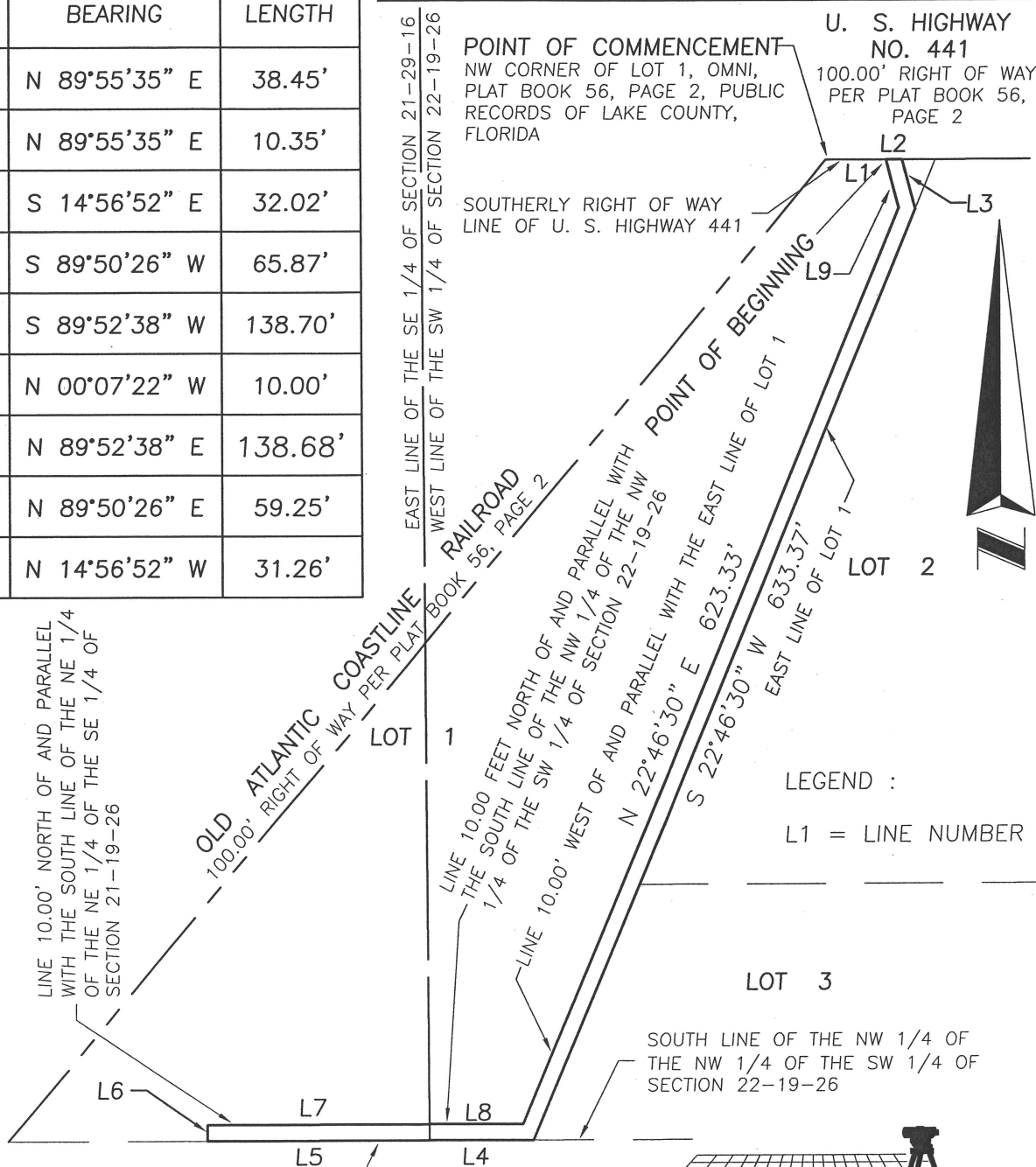
1. Bearings shown hereon are based on the South right of way line of U. S. Highway 441 as per Plat of Omni as recorded in Plat Book 56, Page 2, Public Records of Lake County, Florida being N 89°55'35" E assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying CH. 5J-17.050-.052 requirements.

NOT VALID WITHOUT SHEET 2

DESCRIPTION FOR CITY OF LEESBURG	Date: 04/14/2015 KR		CERTIFICATION NUMBER LB2108 59329001  SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8500 fax(407)292-0141 email: info@southeasternsurveying.com  JAMES L. PETERSEN REGISTERED LAND SURVEYOR NUMBER 4791
	Job No.: 59329	Scale: 1"=100'	
	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 89°55'35" E	38.45'
L2	N 89°55'35" E	10.35'
L3	S 14°56'52" E	32.02'
L4	S 89°50'26" W	65.87'
L5	S 89°52'38" W	138.70'
L6	N 00°07'22" W	10.00'
L7	N 89°52'38" E	138.68'
L8	N 89°50'26" E	59.25'
L9	N 14°56'52" W	31.26'



SOUTH LINE OF THE NE 1/4 OF THE NE 1/4
OF THE SE 1/4 OF SECTION 21-19-26

NOTE :

NOT VALID WITHOUT SHEET 1.

THIS IS NOT A SURVEY

1" = 100'

GRAPHIC SCALE

0 50 100 200

59329001
59329
04/14/2015
SHEET 1 OF 2
See Sheet 1 for Description



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Certification Number LB-2108
email: info@southeasternsurveying.com



AGENDA MEMORANDUM

Item No: 4.C.3.A.
Meeting Date: May 26, 2015
From: Jim Lemberg – Manager, Communications Utility
Subject: Resolution authorizing a Subordination of City Utility Interests.

Staff Recommendation:

Staff recommends approval of a resolution authorizing execution of a Subordination of City Utility Interests with the State of Florida Department of Transportation (FDOT).

Analysis:

In 2010, the City of Leesburg's Communications Utility sought and obtained a utility easement from the City of Mount Dora near the intersection of State Road 500 (a.k.a. 441) and State Road 46 as part of a network extension project. FDOT Financial Project Number 238275-2 proposes certain changes to the Right of Way that will impact that utility easement. FDOT has drafted and asked the City of Leesburg's agreement to two Subordinations of City Utility Interest to reflect those impacts. This is the first of the two Subordination documents.

Options:

1. Approve the resolution, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 5/21/2015 8:43 AM

Department: <u>IT/Communications</u>	Reviewed by: Dept. Head _____	Account No. <u>n/a</u>
Prepared by: <u>Jim Lemberg</u>	Finance Dept. _____	Project No. <u>n/a</u>
Attachments: Yes <u>X</u> No _____	Deputy C.M. _____	WF No. <u>n/a</u>
Advised: <u>Not Required</u> <u>X</u>	Submitted by: _____	Budget <u>n/a</u>
Dates: <u>n/a</u>	City Manager _____	Available <u>n/a</u>
Attorney Review: Yes <u>X</u> No _____		
<u>Revised 6/10/04</u>		

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SUBORDINATION OF CITY UTILITY INTERESTS WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PERTAINING TO PROPERTY LYING IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute a Subordination of City Utility Interests with the State of Florida Department of Transportation, whose address is 719 South Woodland Boulevard, DeLand, Florida 32720, as said Interests are stated in a Utility Easement granted to the City of Leesburg, Florida, by the City of Mount Dora, Florida, and recorded on August 16, 2010, in Official Records Book 3938, Pages 1800-1803, Public Records of Lake County, Florida, conveying certain real property lying in Section 33, Township 19 South, Range 27 East, in the City of Mount Dora, Lake County, Florida, and more particularly described in said Utility Easement; and

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the twentieth-sixth day of May 2015.

Mayor

ATTEST:

City Clerk

23-UTL04-10/11
April 21, 2015
This instrument prepared by
LORETTA A. WILLMITCH
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 104.4
SECTION 11130
F.P. NO. 238275-2
STATE ROAD 46
COUNTY LAKE

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and the CITY OF LEESBURG, FLORIDA, hereinafter called City.

WITNESSETH:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 104
LIMITED ACCESS RIGHTS

SECTION 11130
F.P. No. 238275-2

ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW WITHIN:

That part of:

“The West 3/4 of the North 1/2 of the Northwest 1/4 of the Southwest 1/4, North of the RR & East of Highway 441. The West 3/4 of the Southwest 1/4 of the Northwest 1/4 East of Highway 441, less: Beginning at the intersection of the West line of the East 1/4 of the Southwest 1/4 of the Northwest 1/4 and the South Right of Way of SR 46, run South 0°05’30” West along the West line of the East 1/4 of the Southwest 1/4 of the Northwest 1/4 a distance of 891.0 feet, North 89°54’30” West 15 feet, North 0°05’30” East 889.04 feet to the Southerly Right of way of afore-mentioned SR 46, Northeasterly along said Right of way on an arc length of 15.13 feet to Point of Beginning .”

(Being the lands described in Official Records Book 1808, Page 502 of the Public Records of Lake County, Florida.)

Described as follows:

COMMENCE at a 3” diameter Concrete Monument with a nail and disk marked “RLS 1916” marking the Southwest Corner of the Northwest 1/4 of Section 33, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation

Right of Way Map, Section 11130, FP No 238275-2; thence South 89°48'50" East, along the South line of the Northwest 1/4 of said Section 33, a distance of 248.74 feet to a point on the Centerline of Survey of State Road 500 at Station 1269+04.13, as shown on said Right of Way Map; thence departing said South line, North 01°40'44" West along said Centerline, 1328.61 feet to the intersection with the Centerline of Survey of State Road 46, Station 35+74.01, as shown on said Right of Way Map; thence departing said Centerline of State Road 500 North 89°51'34" East along said Centerline of State Road 46, a distance of 684.47 to Station 42+58.48 and the beginning of a curve, concave Northwesterly and having a radius of 573.36 feet, a central angle of 07°42'32", a chord bearing of North 86°00'18" East and chord distance of 77.08 feet; thence Easterly along said Centerline and the arc of said curve, 77.14 feet to Station 43+35.62 at the intersection of a Northerly projection of the East line of lands described in Official Records Book 1808, Page 502 of said Public Records; thence departing said Centerline, South 00°11'59" East along said Northerly projection of said East line, 60.49 feet to the POINT OF BEGINNING; said point being on the Existing Right of Way Line of State Road 46, as shown on said Right of Way Map; thence departing said Existing Right of Way Line, continue South 00°11'59" East along said East line, 35.74 feet to a point on a curve, concave Northwesterly and having a radius of 1658.77 feet, a central angle of 04°25'43", a chord bearing of South 74°09'54" West and a chord distance of 128.18 feet; thence departing said East line and from a tangent bearing of South 71°57'03" West, run Southwesterly along the arc of said curve 128.22 feet; thence South 76°22'46" West, 206.55 feet to the beginning of a curve, concave Northerly and having a radius of 519.97 feet, a central angle of 17°28'49", a chord bearing of South 85°07'10" West; thence Westerly along the arc of said curve, 158.64 feet to the Existing Limited Access Right of Way Line, as shown on said Right of Way Map; thence departing said curve, North 12°25'49" East along said Existing Limited Access Right of Way Line, 35.41 feet; thence North 70°31'23" East along said Existing Limited Access Right of Way Line, 278.94 feet to the end of said Existing Limited Access Right of Way Line; thence North 89°51'34" East along said Existing Right of Way Line, 133.83 feet to the beginning of a curve, concave Northwesterly and having a radius of 633.36 feet, a central angle of 06°58'50", a chord bearing of North 86°22'09" East and chord distance of 77.12 feet; thence Easterly along the arc of said curve 77.16 feet to the POINT OF BEGNNING

CONTAINING 0.708 acres, more or less.

This legal description prepared under the direction of:
Joseph C. Di Benedetto, P.L.S.
Florida Professional Land Surveyor No. 5181
McKim & Creed, Inc.
115 East Indiana Ave.
DeLand, Florida, 32724

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	06/15/10	City of Mount Dora, Florida	City of Leesburg, Florida	3938 / 1800

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the

F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

- 2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
- 3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
- 4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By: _____
Frank J. O'Dea, P.E.
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

SIGNATURE LINE
PRINT/TYPE NAME: _____

SIGNATURE LINE
PRINT/TYPE NAME: _____

Legal Review

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Frank J. O'Dea, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 104.4
SECTION 11130
F.P. NO. 238275-2
PAGE 4

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

CITY OF LEESBURG, FLORIDA,
By Its Board of City
Commissioners

SIGNATURE LINE
PRINT/TYPE NAME:_____

By:_____

Its Chairperson
(or Vice-Chairperson)

SIGNATURE LINE
PRINT/TYPE NAME:_____

ATTEST:_____

Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

CITY OF LEESBURG
(104.4)
(DOC 1 OF 1)

CFN 2010082539
BK 03938 Pgs 1800 - 1803 (4pgs)
DATE: 08/16/2010 03:35:45 PM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 35.50
DEED DOC 0.70

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

RETURN

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 15th day of June, 2010, by THE CITY OF MOUNT DORA, whose address is 640 North Baker Street, Mount Dora, FL 32757, hereafter referred to as Grantor, to THE CITY OF LEESBURG, FLORIDA, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations outlined below, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground fiber optic cable, intended to transmit data and telecommunications. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not damage, or interfere substantially with Grantor's use of, its adjoining property.

As consideration for this Easement, Grantee will provide to Grantor a quantity of fiber optic cable not to exceed two miles, and sufficient hardware to attached two miles of fiber optic cable to above ground poles, along with professional support in the form of advice from Grantee's utility personnel to Grantor's personnel as they attach the fiber optic cable to poles to be selected and provided by Grantor at its expense.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named

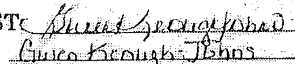
CL2683

above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

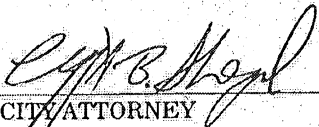
THE CITY OF MOUNT DORA, FLORIDA

BY: 

Melissa Demarco
Type or print name and position

ATTEST 
Gwendolen Keough-Johns
Type or print name and position

APPROVED AS TO FORM AND CONTENT:


CITY ATTORNEY

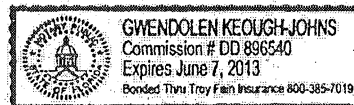
STATE OF FLORIDA

COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, personally appeared Melissa Demarco,
Mayer and Cliff Shepard, respectively
the Mayer and City Attorney
of the City of Mount Dora, Florida, who acknowledged before me that they executed this instrument on
the 15th day of June, 2010, and who were either ☒ personally
known to me, or who ☐ produced _____
as identification.


NOTARY PUBLIC

Type or print name of Notary



Commission Number

Commission expiration date

EXHIBIT "A"

PARENT PARCEL: OR. BOOK 1808, PAGE 0502, TO WIT:

THE WEST 3/4 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, NORTH OF THE RR & EAST OF HIGHWAY 441. THE WEST 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 EAST OF HIGHWAY 441, LESS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTH RIGHT OF WAY OF SR 46, RUN SOUTH 0°05'30" WEST ALONG THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 891.0 FEET, NORTH 89°54'30" WEST 15 FEET, NORTH 0°05'30" EAST 889.04 FEET TO THE SOUTHERLY RIGHT OF WAY OF AFORE-MENTIONED SR 46, NORTHEASTERLY ALONG SAID RIGHT OF WAY ON AN ARC LENGTH OF 15.13 FEET TO POINT OF BEGINNING.

DESCRIPTION : 30' UNDERGROUND TELECOMMUNICATIONS EASEMENT

A 30 WIDE PARCEL OF LAND 840 FEET IN LENGTH LYING CONTIGUOUS WITH AND EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 500, BEING LOCATED IN THE SOUTHWEST QUARTER, (SW 1/4), OF THE NORTHWEST QUARTER, (NW 1/4) OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AND LYING WITHIN THE ABOVE DESCRIBED PARENT PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1808, PAGE 0502 OF THE PUBLIC RECORDS OF SAID LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 33; THENCE RUN EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 33, A DISTANCE OF 368.48 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 500/US HIGHWAY 441, AS DESCRIBED IN STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11010 - 2111, DATED 04-09-1959, AS RECORDED IN LAKE COUNTY MAINTENANCE MAP BOOK 5, PAGE 80, HAVING A STATION 1269+01.95 AND A OFFSET OF 120.00 FEET RIGHT; THENCE RUN NORTH 04°20'00" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, TO RIGHT OF WAY PI STATION 1274+22.38 120.00 FEET RIGHT, A DISTANCE OF 520.88 FEET, MORE OR LESS, AND THE POINT OF BEGINNING OF THIS DESCRIPTION (P.O.B.); THENCE RUN NORTH 09°44'00" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, TO RIGHT OF WAY PI STATION 1280+71.54 282.54 FEET RIGHT, A DISTANCE OF 668.74 FEET; THENCE RUN NORTH 67°53'48" EAST, A DISTANCE OF 35.33 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 09°44'00" WEST, PARALLEL WITH AND 30 FEET, PERPENDICULAR MEASURE, EASTERLY OF SAID RIGHT OF WAY LINE, A DISTANCE OF 683.70 FEET; THENCE RUN SOUTH 04°20'00" EAST, ALONG SAID OFFSET LINE, A DISTANCE OF 137.55 FEET; THENCE RUN NORTH 85°40'00" EAST, A DISTANCE OF 40.00 FEET; THENCE RUN SOUTH 04°20'00" EAST, A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 85°40'00" WEST, TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 70.00 FEET; THENCE RUN NORTH 04°20'00" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 171.26 FEET TO THE POINT OF BEGINNING.

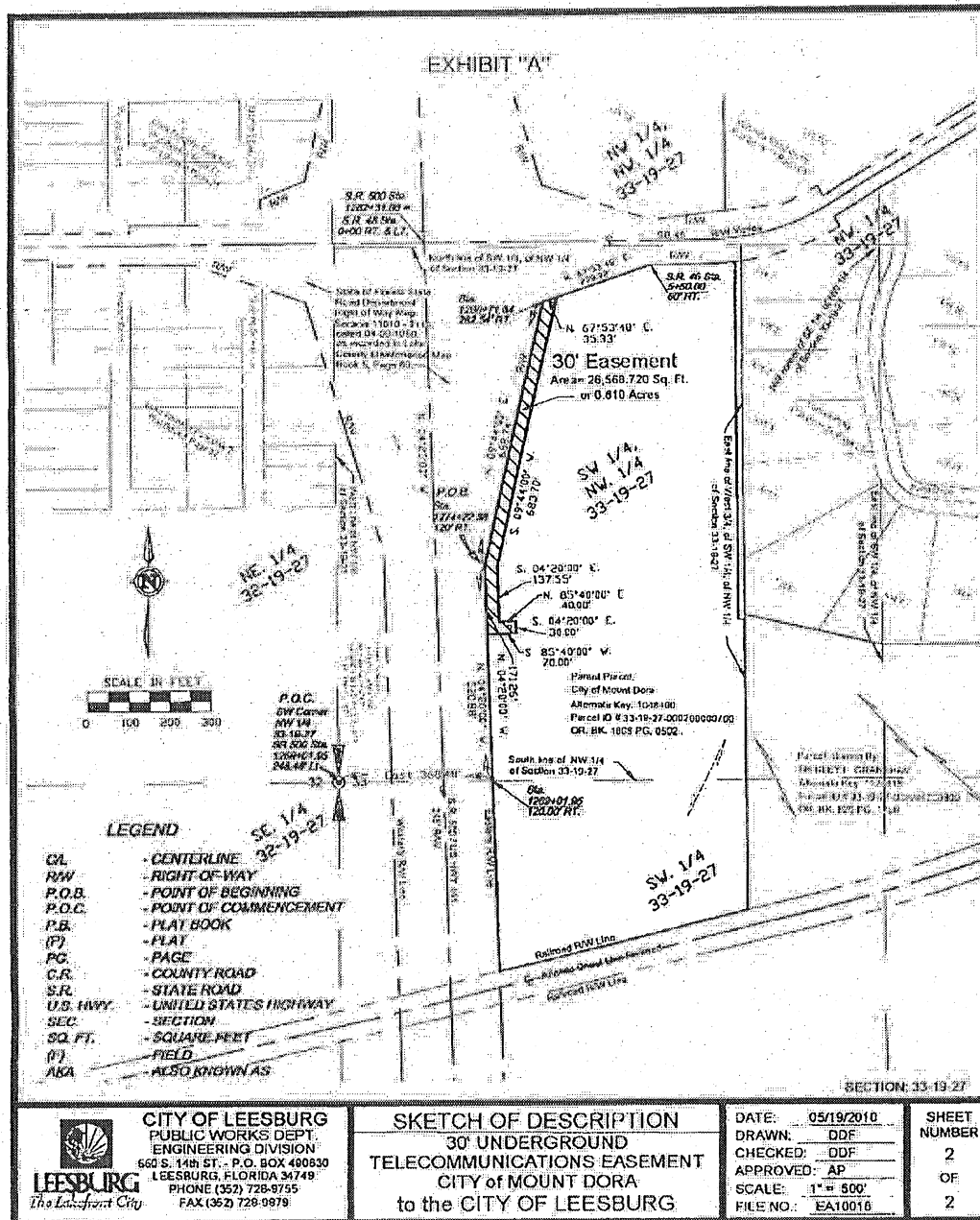
THE ABOVE DESCRIBED EASEMENT CONTAINS 26,568.720 SQUARE FEET OR 0.610 ACRE, MORE OR LESS.

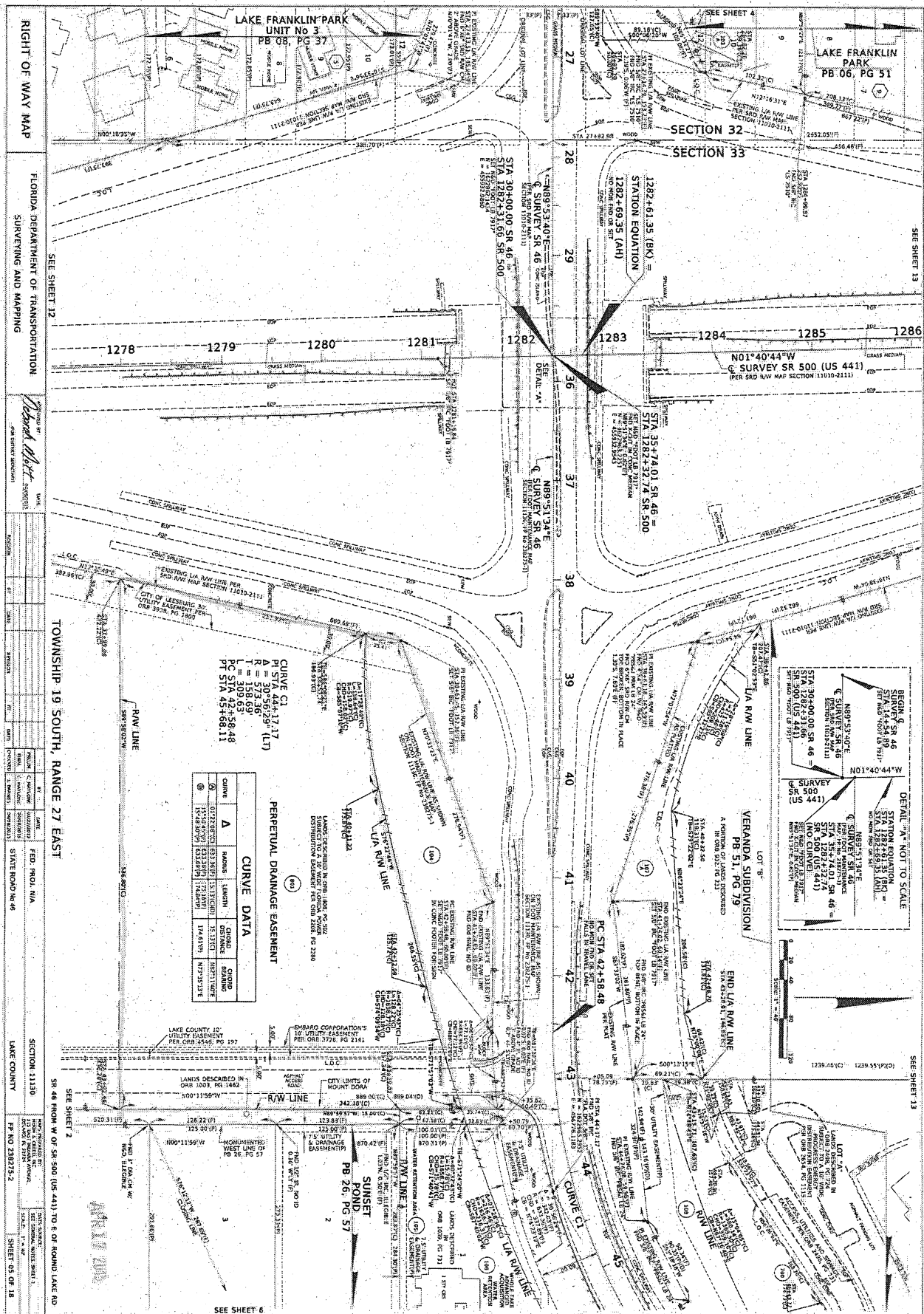
GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assigns as their interests may appear. Use of this sketch by any other parties is strictly forbidden.
- 4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are based on the State of Florida State Road Department Right of Way Map Section 11010 - 2111, dated 04-09-1959, as recorded in Lake County Maintenance Map Book 5, Page 80, Legal Descriptions as described in O.R. Book 1808, page 0502, Section 33, Township 19 South, Range 27 East, Lake County, Florida, and Plats of Record.
- 7: This sketch was prepared by the City of Leesburg, Public Works Department, Survey Division, under the direction of Robert McCoy, Communication Technician II, Information Technology / Communications, for the City of Leesburg.
- 8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

SECTION: 33-19-27

 CITY OF LEESBURG PUBLIC WORKS DEPT. ENGINEERING DIVISION 562 S. 14th ST. - P.O. BOX 490530 LEESBURG, FLORIDA 34749 PHONE (352) 728-5755 FAX (352) 728-8878	SKETCH OF DESCRIPTION 30' UNDERGROUND TELECOMMUNICATIONS EASEMENT CITY OF MOUNT DORA to the CITY OF LEESBURG	DATE: 05/19/2010 DRAWN: DDF CHECKED: DDF APPROVED: AP SCALE: NTS FILE NO.: EA10018	SHEET NUMBER 1 OF 2
--	---	---	---------------------------------







AGENDA MEMORANDUM

Item No: 4.C.3.B.
Meeting Date: May 26, 2015
From: Jim Lemberg – Manager, Communications Utility
Subject: Resolution authorizing a Subordination of City Utility Interests.

Staff Recommendation:

Staff recommends approval of a resolution authorizing execution of a Subordination of City Utility Interests with the State of Florida Department of Transportation (FDOT).

Analysis:

In 2010, the City of Leesburg's Communications Utility sought and obtained a utility easement from the City of Mount Dora near the intersection of State Road 500 (a.k.a. 441) and State Road 46 as part of a network extension project. FDOT Financial Project Number 238275-2 proposes certain changes to the Right of Way that will impact that utility easement. FDOT has drafted and asked the City of Leesburg's agreement to two Subordinations of City Utility Interest to reflect those impacts. This is the second of the two Subordination documents.

Options:

1. Approve the resolution, or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

None

Submission Date and Time: 5/21/2015 8:43 AM

Department: <u>IT/Communications</u>	Reviewed by: Dept. Head _____	Account No. <u>n/a</u>
Prepared by: <u>Jim Lemberg</u>	Finance Dept. _____	Project No. <u>n/a</u>
Attachments: Yes <u>X</u> No _____	Deputy C.M. _____	WF No. <u>n/a</u>
Advised: <u>Not Required</u> <u>X</u>	Submitted by: _____	Budget <u>n/a</u>
Dates: <u>n/a</u>	City Manager _____	Available <u>n/a</u>
Attorney Review : Yes <u>X</u> No _____		
<u>Revised 6/10/04</u>		

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SUBORDINATION OF CITY UTILITY INTERESTS WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PERTAINING TO PROPERTY LYING IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute a Subordination of City Utility Interests with the State of Florida Department of Transportation, whose address is 719 South Woodland Boulevard, DeLand, Florida 32720, as said Interests are stated in a Utility Easement granted to the City of Leesburg, Florida, by the City of Mount Dora, Florida, and recorded on August 16, 2010, in Official Records Book 3938, Pages 1800-1803, Public Records of Lake County, Florida, conveying certain real property lying in Section 33, Township 19 South, Range 27 East, in the City of Mount Dora, Lake County, Florida, and more particularly described in said Utility Easement; and

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the twentieth-sixth day of May 2015.

Mayor

ATTEST:

City Clerk

23-UTL04-10/11

April 22, 2015

This instrument prepared by

LORETTA A. WILLMITCH

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 801.4

SECTION 11130

F.P. NO. 238275-2

STATE ROAD 46

COUNTY LAKE

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and the CITY OF LEESBURG, FLORIDA, hereinafter called City.

WITNESSETH:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 801

**SECTION 11130
F.P. No. 238275-2**

That part of:

"The West 3/4 of the North 1/2 of the Northwest 1/4 of the Southwest 1/4, North of the RR & East of Highway 441. The West 3/4 of the Southwest 1/4 of the Northwest 1/4 East of Highway 441, less: Beginning at the intersection of the West line of the East 1/4 of the Southwest 1/4 of the Northwest 1/4 and the South Right of Way of SR 46, run South 0°05'30" West along the West line of the East 1/4 of the Southwest 1/4 of the Northwest 1/4 a distance of 891.0 feet, North 89°54'30" West 15 feet, North 0°05'30" East 889.04 feet to the Southerly Right of way of afore-mentioned SR 46, Northeasterly along said Right of way on an arc length of 15.13 feet to Point of Beginning ."

(Being the lands described in Official Records Book 1808, Page 502 of the Public Records of Lake County, Florida.)

Being described as follows:

COMMENCE at a 3" diameter Concrete Monument with a nail and disk marked "RLS 1916" marking the Southwest Corner of the Northwest 1/4 of Section 33, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation Right of Way Map, Section 11130, FP No 238275-2; thence South 89°48'50" East, along the South line of the Northwest 1/4 of said Section 33, a distance of 248.74 feet to a point on the Centerline of Survey of State Road 500 at Station 1269+04.13, as shown on said Right of Way Map; thence departing said South line, North 01°40'44" West along said

Centerline, 1328.61 feet to the intersection with the Centerline of Survey of State Road 46, Station 35+74.01, as shown on said Right of Way Map; thence departing said Centerline of State Road 500 North 89°51'34" East along said Centerline of State Road 46, a distance of 684.47 to Station 42+58.48 and the beginning of a curve, concave Northwesterly and having a radius of 573.36 feet, a central angle of 07°42'32", a chord bearing of North 86°00'18" East and chord distance of 77.08 feet; thence Easterly along said Centerline and the arc of said curve, 77.14 feet to Station 43+35.62 at the intersection of a Northerly projection of the East line of lands described in Official Records Book 1808, Page 502 of said Public Records; thence departing said Centerline, South 00°11'59" East along said Northerly projection of said East line, 96.23 feet to the POINT OF BEGINNING; thence continue South 00°11'59" East along said East line, 342.18 feet; thence departing said West line, South 89°58'02" West, 536.80 feet to the Existing Limited Access Right of Way Line for State Road 500, as shown on said Right of Way Map; thence North 12°25'49" East along said Limited Access Right of Way Line, 251.32 feet to a point on a curve, concave Northerly, having a radius of 519.97 feet, a central angle of 17°28'49", a chord bearing of North 85°07'10" East and a chord distance of 158.02 feet; thence from a tangent bearing of South 86°08'25" East, run Easterly along the arc of said curve, 158.64 feet; thence North 76°22'46" East, 206.55 feet to the beginning of a curve, concave Northwesterly and having a radius of 1658.77 feet, a central angle of 04°25'43", a chord bearing of North 74°09'54" East and a chord distance of 128.18 feet; thence Northeasterly along the arc of said curve, 128.22 feet to the POINT OF BEGINNING.

CONTAINING 3.275 acres, more or less.

This legal description prepared under the direction of:
Joseph C. Di Benedetto, P.L.S.
Florida Professional Land Surveyor No. 5181
McKim & Creed, Inc.
115 East Indiana Ave.
DeLand, Florida, 32724

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	06/15/10	City of Mount Dora, Florida	City of Leesburg, Florida	3938 / 1800

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided

that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage caused by the City to F.D.O.T. facilities and to indemnify to the extent permitted under Florida law the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

SIGNATURE LINE
PRINT/TYPE NAME:_____

SIGNATURE LINE
PRINT/TYPE NAME:_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
Frank J. O'Dea, P.E.
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By:_____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, _____,
by Frank J. O'Dea, P.E., District Director of Transportation Development for District Five, who is personally known to
me or who has produced _____ as identification.

PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

PARCEL NO. 801.4
SECTION 11130
F.P. NO. 238275-2
PAGE 4

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

CITY OF LEESBURG, FLORIDA,
By Its Board of City
Commissioners

SIGNATURE LINE
PRINT/TYPE NAME:_____

By: _____

Its Chairperson
(or Vice-Chairperson)

SIGNATURE LINE
PRINT/TYPE NAME:_____

ATTEST: _____

Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

CITY OF LEESBURG

(801.4)

DOC 1 of 1

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

RETURN

Utility Easement

CFN 2010082539
Bk 03938 Pgs 1800 - 1803 (4pgs)
DATE: 08/16/2010 03:35:45 PM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 35.50
DEED DOC 0.70

RESERVED FOR RECORDING

THIS EASEMENT given the 15th day of June, 2010, by **THE CITY OF MOUNT DORA**, whose address is 640 North Baker Street, Mount Dora, FL 32757, hereafter referred to as Grantor, to **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations outlined below, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground fiber optic cable, intended to transmit data and telecommunications. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not damage, or interfere substantially with Grantor's use of, its adjoining property.

As consideration for this Easement, Grantee will provide to Grantor a quantity of fiber optic cable not to exceed two miles, and sufficient hardware to attached two miles of fiber optic cable to above ground poles, along with professional support in the form of advice from Grantee's utility personnel to Grantor's personnel as they attach the fiber optic cable to poles to be selected and provided by Grantor at its expense.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named

062683

above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

THE CITY OF MOUNT DORA, FLORIDA

BY: *Melissa Demaree*

Melissa Demaree
Type or print name and position

ATTEST: *Gwendolen Keough-Johns*

Gwendolen Keough-Johns
Type or print name and position

APPROVED AS TO FORM AND CONTENT:

Clyde B. Mehl
CITY ATTORNEY

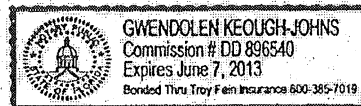
STATE OF FLORIDA

COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, personally appeared Melissa Demaree,
Mayor and Clyde B. Mehl, respectively
the Mayor and City Attorney
of the City of Mount Dora, Florida, who acknowledged before me that they executed this instrument on
the 15th day of June, 2010, and who were either ☒ personally
known to me, or who ☐ produced
as identification.

Gwendolen Keough-Johns
NOTARY PUBLIC

Type or print name of Notary



Commission Number

Commission expiration date

EXHIBIT "A"

PARENT PARCEL: OR. BOOK 1808, PAGE 0502, TO WIT:

THE WEST 3/4 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, NORTH OF THE RR & EAST OF HIGHWAY 441, THE WEST 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 EAST OF HIGHWAY 441, LESS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTH RIGHT OF WAY OF SR 46, RUN SOUTH 0°05'30" WEST ALONG THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 891.0 FEET, NORTH 89°54'30" WEST 15 FEET, NORTH 0°05'30" EAST 889.04 FEET TO THE SOUTHERLY RIGHT OF WAY OF AFOREMENTIONED SR 46, NORTHEASTERLY ALONG SAID RIGHT OF WAY ON AN ARC LENGTH OF 15.13 FEET TO POINT OF BEGINNING.

DESCRIPTION : 30' UNDERGROUND TELECOMMUNICATIONS EASEMENT

A 30 WIDE PARCEL OF LAND 840 FEET IN LENGTH LYING CONTIGUOUS WITH AND EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 500, BEING LOCATED IN THE SOUTHWEST QUARTER, (SW 1/4), OF THE NORTHWEST QUARTER, (NW 1/4) OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AND LYING WITHIN THE ABOVE DESCRIBED PARENT PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1808, PAGE 0502 OF THE PUBLIC RECORDS OF SAID LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 33; THENCE RUN EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 33, A DISTANCE OF 368.48 FEET, MORE OR LESS; TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 500/US HIGHWAY 441, AS DESCRIBED IN STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11010 - 2111, DATED 04-09-1959, AS RECORDED IN LAKE COUNTY MAINTENANCE MAP BOOK 5, PAGE 80, HAVING A STATION 1269+01.95 AND A OFFSET OF 120.00 FEET RIGHT; THENCE RUN NORTH 04°20'00" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, TO RIGHT OF WAY PI STATION 1274+22.38 120.00 FEET RIGHT, A DISTANCE OF 520.88 FEET, MORE OR LESS, AND THE POINT OF BEGINNING OF THIS DESCRIPTION (P.O.B.); THENCE RUN NORTH 09°44'00" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, TO RIGHT OF WAY PI STATION 1280+71.54 262.54 FEET RIGHT, A DISTANCE OF 668.74 FEET; THENCE RUN NORTH 67°53'48" EAST, A DISTANCE OF 35.33 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 09°44'00" WEST, PARALLEL WITH AND 30 FEET, PERPENDICULAR MEASURE, EASTERLY OF SAID RIGHT OF WAY LINE, A DISTANCE OF 683.70 FEET; THENCE RUN SOUTH 04°20'00" EAST, ALONG SAID OFFSET LINE, A DISTANCE OF 137.55 FEET; THENCE RUN NORTH 85°40'00" EAST, A DISTANCE OF 40.00 FEET; THENCE RUN SOUTH 04°20'00" EAST, A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 85°40'00" WEST, TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 70.00 FEET; THENCE RUN NORTH 04°20'00" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 171.26 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS: 26,568.720 SQUARE FEET, OR 0.610 ACRE, MORE OR LESS.

GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assigns as their interests may appear. Use of this sketch by any other parties is strictly forbidden.
- 4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown herein, are relative to assumed datum and are based on the State of Florida State Road Department Right of Way Map Section 11010 - 2111, dated 04-09-1959, as recorded in Lake County Maintenance Map Book 5, Page 80, Legal Descriptions as described in O.R. Book 1808, page 0502, Section 33, Township 19 South, Range 27 East, Lake County, Florida, and Plats of Record.
- 7: This sketch was prepared by the City of Leesburg, Public Works Department, Survey Division, under the direction of Robert McCoy, Communication Technician II, Information Technology / Communications, for the City of Leesburg.
- 8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

SECTION: 35-19-27

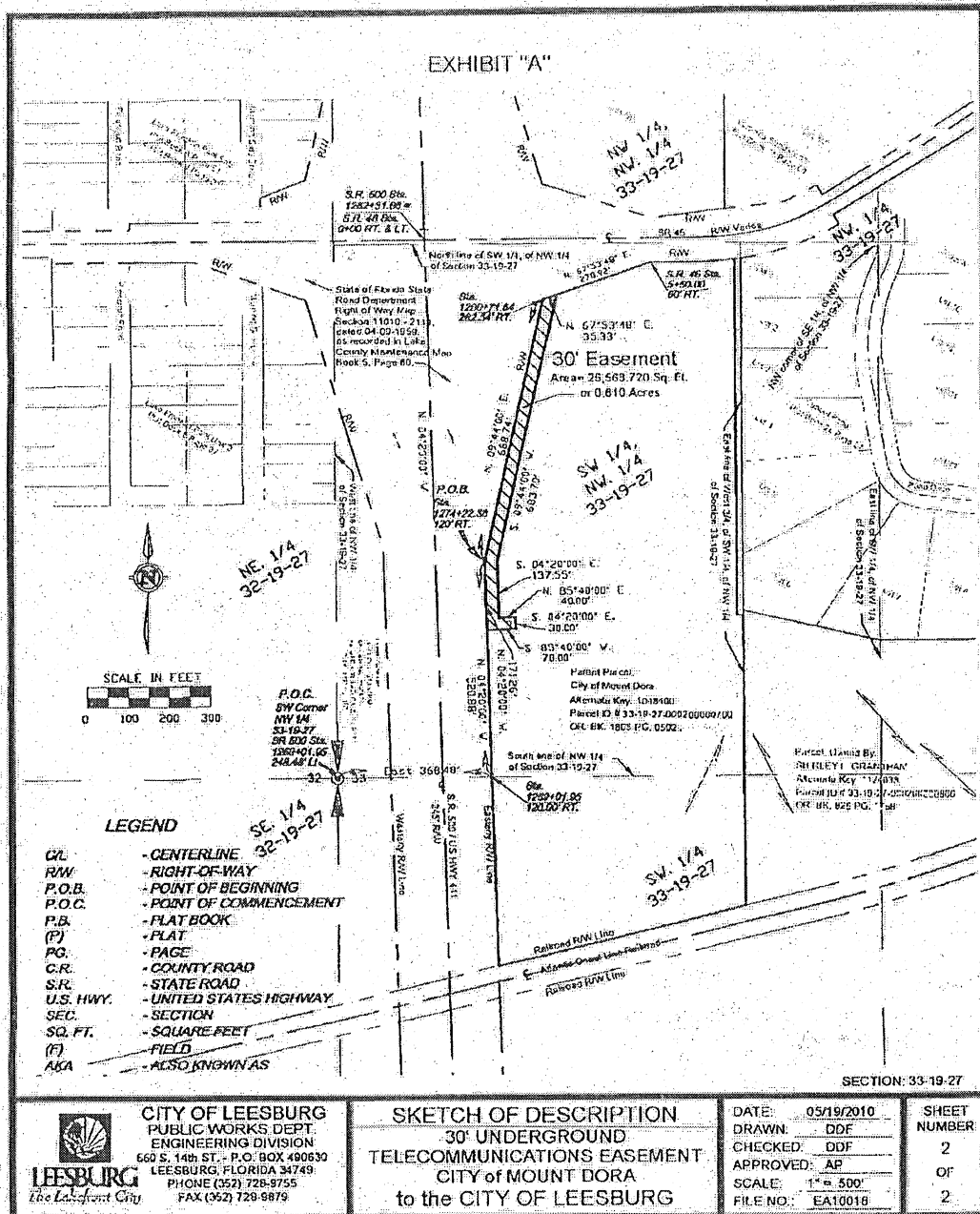


CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 480630
LEESBURG, FLORIDA 34749
PHONE (352) 728-8755
FAX (352) 728-8878

SKETCH OF DESCRIPTION
30' UNDERGROUND
TELECOMMUNICATIONS EASEMENT
CITY OF MOUNT DORA
to the CITY OF LEESBURG

DATE: 05/19/2010
DRAWN: DDF
CHECKED: DDF
APPROVED: AP
SCALE: NTS
FILE NO.: EA10018

SHEET
NUMBER
1
OF
2





AGENDA MEMORANDUM

Item No: 4.C.4.

Meeting Date: May 26, 2015

From: DC Maudlin, Public Works Director

Subject: Resolution authorizing execution of a construction services agreement for the abatement and demolition of the Venetian Isles Apartment Complex.

Staff Recommendation:

Staff recommends award of the Invitation to Bid and approval the Construction Services Agreement with Samsula Demolition for a total cost not to exceed \$88,693.00.

Analysis:

Phase I of the Venetian Gardens Master Plan, approved by the City Commission during the FY 15 budget process, includes funding to purchase and demolish the Venetian Isles Apartments. The Master Plan proposes to use the property for public parking and access to the new splash pad and Kids Korner play area. Following the relocation of all tenants, anticipated not later than July 30th, the City will issue a Notice to Proceed to the Contractor. The Contractor will be responsible for the removal and proper disposal of Asbestos Containing Materials (ACM). Following the asbestos abatement the Contractor will demolish and properly dispose of all structures, asphalt and concrete.

The working hours on this project are Monday – Friday, 8:00 am to 6:00 pm. The Contractor is responsible for the termination of all utilities, proper protection to minimize dust and debris leaving the site. The Contractor is also responsible for securing the property once demolition work begins. When work is completed the site will be seeded and covered with hay mulch.

Procurement Analysis:

On April 6, 2015 the Purchasing Division issued Invitation to Bid (ITB) 150331 for abatement and demolition services on this project. On April 14, 2015 a non-mandatory pre-bid was held at the jobsite; approximately 12 interested contractors attended.

On April 28, 2015 the Purchasing Division received 10 bid responses. Staff evaluated the lowest bid response. The bid submitted by Samsula Waste, Inc. d/b/a Samsula Demolition (Samsula) was determined to be the lowest responsive bid. The similar project references provided by Samsula were checked and are very good.

Two bidders did qualify for a Tier I – 5% Local Vendor Preference under the City's Local Vendor Preference Policy. However, application of the preference did not result in their bids being lower than the lowest bidder. Staff recommends award of the bid and execution of the agreement with Samsula Demolition, a responsible bidder submitting the lowest responsive bid response.

A summary of the bid responses are provided here and a detailed bid tabulation is attached for your review.

SUMMARY OF BIDS

Vendor Name	Local Vendor Preference	Abatement Bid	Demolition Bid	Total Cost
Samsula Demolition New Smyrna Beach, FL	NO	\$39,500	\$49,193	\$88,693
A & A Trucking & Excavating Ocala, FL	NO	\$38,000	\$60,994	\$98,994
Clean Building, Inc. Winter Park, FL	NO	\$57,595	\$59,700	\$117,295
Central Environmental Services Apopka, FL	NO	\$42,700	\$85,000	\$127,700
Al Roznowski, Inc. Leesburg, FL	YES	\$73,400	\$54,500	\$127,900
Cross Environmental Services, Inc. Crystal Springs, FL	NO	\$66,100	\$62,483	\$128,583
Atlantic Site Dev. Services, Inc. Leesburg, FL	YES	\$48,600	\$81,300	\$129,900
EKG Enterprises, Inc. Clermont, FL	NO	\$57,000	\$77,000	\$134,000
Simpson Environ. Services, Inc. Trilby, FL	NO	\$75,955	\$60,507	\$136,462
Cross Construction Services, Inc. Lutz, FL	NO	\$75,000	\$74,850	\$149,850

Options:

1. Award the bid and approve the resolution authorizing execution of the agreement with Samsula Waste, Inc. d/b/a Samsula Demolition; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Funding for this project is available in the FY 15 budget

Submission Date and Time: 5/21/2015 8:43 AM

Department: <u>Public Works</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input checked="" type="checkbox"/> Not Required <input type="checkbox"/> Dates: <u>April 5, 2015</u> Attorney Review: Yes <input type="checkbox"/> No <input type="checkbox"/> Revised 6/10/04	Reviewed by: Dept. Head DCM Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. <u>031-5193-519.63-10</u> Project No. <u>310051</u> WF No. <u>WF0934613 / 001</u> Req. No. <u>47397</u> Budget _____ Available _____
--	--	---

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A CONSTRUCTION SERVICES
AGREEMENT WITH SAMSULA WASTE, INC. D/B/A SAMSULA
DEMOLITION FOR THE DEMOLITION OF THE VENETIAN
ISLES APARTMENTS FOR A COST OF \$88,693.00; AND
PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement
with SAMSULA WASTE, INC, d/b/a SAMSULA DEMOLITION, whose address is 363
State Road 415 New Smyrna Beach, Florida 32168, for the Venetian Isles Apartments
Abatement and Demolition (ITB 150331).

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 26th day of May 2015.

Mayor

ATTEST:

City Clerk



Purchasing Division

204 N. 5th Street | P.O. Box 490630 | Leesburg, FL 34749-0630
Ofc (352) 728-9880 | e-mail purch@leesburgflorida.gov

**** NOTICE OF RECOMMENDATION OF AWARD ****

Date: **May 6, 015**
Bid No. & Title: **150331 – Venetian Isles Apartments Abatement and Demolition**
Buyer: **Mike Thornton, Purchasing Manager**
Commission Meeting: **May 26, 2015 at 5:30 PM EST**

This is notice I will be recommending the following award for the Venetian Isles Apartment Abatement and Demolition to our City Commission at their Regular meeting on May 26, 2015 at 5:30 PM. The comprehensive Final Bid Tabulation for the referenced solicitation is attached.

Recommended Vendor: **Samsula Waste, Inc. d/b/a Samsula Demolition**
363 State Road 415, New Smyrna Beach, FL 32168

All bids submitted have been reviewed for responsiveness and responsibility and Samsula Waste, Inc. has been deemed to be responsible and submitting the overall lowest responsive bid for the project.

The attached Final Bid Tabulation as well as the bid responses for all responding vendors are public information under the State of Florida Public Records Law Statute 119 and are available for viewing at our FTP site using the following URL:

<ftp://ftp.leesburgflorida.gov/bids-purchasing>

Should you have any questions regarding this notice please contact myself at (352)728-9880. The City appreciates the time and effort of all parties responding to this solicitation.

Respectfully,

A handwritten signature in black ink that reads "Mike Thornton".

Mike Thornton
Purchasing Manager

attachment

Final Bid Tabulation
ITB - 150331 Venetian Isles Abatement and Demo

Vendor		Samsula Waste d/b/a Samsula Demolition	A & A Trucking & Excavating	Clean Building, Inc.	Central Environmental Services	Al Roznowski, Inc.	Cross Environmental Services, Inc.	Atlantic Site Development Services, Inc.	EKG Enterprises, Inc.	Simpson Environmental Services, Inc.	Cross Construction Services, Inc.
Location		New Smyrna Beach	Ocala, FL	Winter Park, FL	Apopka, FL	Leesburg, FL	Crystal Springs, FL	Leesburg, FL	Clermont, FL	Trilby, FL	Lutz, FL
ITEM	ITEM DESCRIPTION	LINE ITEM PRICING	LINE ITEM PRICING	LINE ITEM PRICING	LINE ITEM PRICING	LINE ITEM PRICING	LINE ITEM PRICING	LINE ITEM PRICING	LINE ITEM PRICING	LINE ITEM PRICING	LINE ITEM PRICING
1	Asbestos Abatement and Material Disposal	\$39,500.00	\$38,000.00	\$57,595.00	\$42,700.00	\$73,400.00	\$66,100.00	\$48,600.00	\$57,000.00	\$75,955.00	\$75,000.00
2	Demolition of Structures, Material Disposal, & S	\$49,193.00	\$60,994.00	\$59,700.00	\$85,000.00	\$54,500.00	\$62,483.00	\$81,300.00	\$77,000.00	\$60,507.00	\$74,850.00
Total Bid Amount		\$88,693.00	\$98,994.00	\$117,295.00	\$127,700.00	\$127,900.00	\$128,583.00	\$129,900.00	\$134,000.00	\$136,462.00	\$149,850.00
Local Vendor Preference		NO	NO	NO	NO	5%	NO	5%	2%	NO	NO
Local Vendor Preference Adjusted		\$88,693.00	\$98,994.00	\$117,295.00	\$127,700.00	\$121,505.00	\$128,583.00	\$123,405.00	\$131,320.00	\$136,462.00	\$149,850.00
SEALED BID RESONSIVE REVIEW SUMMARY											
IS THE BIDDER DETERMINED TO BE RESPONSIBLE		YES	YES ¹	YES ¹	YES ¹	YES ¹	YES ¹	YES ¹	YES ¹	YES ¹	YES ¹
IS THE BID DETERMINED TO BE RESPONSIVE		YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
General Vendor Information		YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Statement of Experience		YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Item Bid Schedule		YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Time for Completion		42 Days	30 Days	60 Days	Not Provided	60 Days	60 Days	35 Days	50 Days	45 Days	60 Days
Contractor License Number		CGC1521182	Lake County 15309	CGC1517907	CBC026183	Lake County 17726	CGC062981/CJC049572	CGC1515385	CGC1507391	CGC1509069	CGC1505176
Meets Contractor License Requirement		YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bidders Certification		YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Exceptions Taken		NO	NO	NO	YES		NO	NO	NO	NO	NO
Acknowledgement of Addenda		YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Local Vendor Preference Claimed		NO	NO	NO	NO	YES - Tier I - 5%	NO	YES - Tier I - 5%	YES - Tier II - 2%	NO	NO
Bid Signatures		YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Sub-contractor Listing		YES	YES	YES	YES	YES	Perform All Work	YES	YES	YES	YES
Equipment Listing		YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bid Bond		Not Required	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required	Not Required
Note 1: Responsible determined based solely on information requested and provided in the bid response. Project references not verified.											

This Final Bid Tabulation has been reviewed and approved.



Mike Thornton, Purchasing Manager

AGREEMENT FOR CONTRUCTION SERVICES

THIS AGREEMENT is made as of the 26th day of May in the year 2015, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **SAMSULA WASTE, INC. d/b/a SAMSULA DEMOLITION** whose address is 363 State Road 415 New Smyrna Beach, FL 32168 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **VENETIAN ISLES APARTMENTS ABATEMENT & DEMOLITION** to the CITY as listed in Invitation to Bid 150331 and as described in **ATTACHMENT "A"** which is attached and incorporated by reference herein. This Agreement, all attachments hereto, and Invitation to Bid 150331, shall together be referred to hereinafter as the "Agreement Documents." Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

2. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$88,693.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

4. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

5. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than TEN (10) continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion within SEVENTY ONE (71) continuous calendar days after the City issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

6. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

7. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

8. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

9. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: **SEE ATTACHMENT "A"**.

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg

Attention: Mike Thornton, Purchasing Manager

P.O. Box 490630

Leesburg, Florida 34749-0630

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

10. Indemnification. The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project;

and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

11. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

12. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

13. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

14. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

15. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover,

the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

16. Acceptance of Goods or Services. The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

17. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

18. Independent Contractor. The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid

under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

19. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

20. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

21. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

22. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be CHARLES Y. MCDONALD, PRESIDENT. The primary contact person under this Agreement for the CITY shall be DAREL CRAINE, DEPUTY PUBLIC WORKS DIRECTOR.

23. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

24. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

25. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

26. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair,

replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

27. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

28. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

29. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

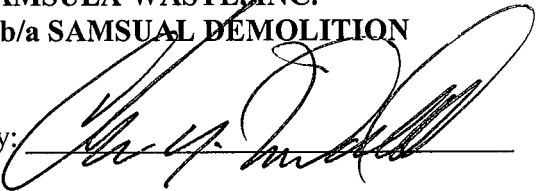
ATTEST:

City Clerk

Approved as to form:

City Attorney

SAMSULA WASTE, INC.
d/b/a SAMSUAL DEMOLITION

By:  _____

Printed: Charles Y. McDonald

Its: President
(Title)

ATTACHMENT "A"

SCOPE OF SERVICES

- I. **Work.** The CONTRACTOR shall perform all work in accordance with the Agreement Documents. Furnish all materials, equipment, tools, labor and supervision necessary to complete the Venetian Gardens Decorative Fence and Stairwell Replacement Project as required by Invitation to Bid (ITB) 150331; and CONTRACTORS bid submitted April 28, 2015.
- II. **Bid Submittal.** The April 28, 2015 bid submittal from the CONTRACTOR is incorporated by reference and made a part hereof.

[Rest of page intentionally left blank.]



AGENDA MEMORANDUM

Item No: 4.C.5.

Meeting Date: May 26, 2015

From: Lucy Gangone

Subject: Library Department to apply for and accept, if awarded, a grant from the Lake County Board of County Commissioners

Staff Recommendation:

Staff recommends approval of the resolution authorizing the Library Department to apply for and accept, if awarded, a grant from the Lake County Board of County Commissioners of \$18,767 to purchase and install metal shelving for the storage and display of library materials.

Analysis:

Lake County Board of County Commissioners administers a Library Impact Fee Trust Fund for the purpose of providing a source of revenue to fund the improvement of the county library system necessitated by growth (BCC Policy LCC-63). The Leesburg Public Library, as a member of the Lake County Library System, is eligible to apply for Library Impact Fee Trust funds. Our library has reached capacity for the storage and display of specific adult non-print materials (audiobooks and music cds) and significant portions of the young adult collection (both print and non-print formats). The purchase and installation of additional shelving made possible with the Library Impact Fee Trust funds will give the library adequate shelving for these materials, as well as room for expansion of the collections.

Options:

1. Approve the resolution authorizing the Library Department to apply for and accept, if awarded, a grant from the Lake County Board of County Commissioners; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

If grant is awarded a budget adjustment will be necessary to add the funds to the budget.

Submission Date and Time: 5/21/2015 8:43 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>001-0000-337-7100</u> Project No. _____ WF No. _____ Budget _____ Available _____
--	--	--

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE LIBRARY DEPARTMENT TO APPLY FOR AND ACCEPT, IF AWARDED, A GRANT FROM THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS OF \$18,767 TO PURCHASE AND INSTALL METAL SHELVING FOR THE STORAGE AND DISPLAY OF LIBRARY MATERIALS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Library Department is hereby authorized to apply for and accept, if awarded, a grant from the Lake County Board of County Commissioners whose address is 315 West Main Street, PO Box 7800, Tavares, Florida 32778, to purchase and install metal shelving for the storage and display of library materials. .

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of May 2015.

Mayor

ATTEST:

City Clerk

Appendix A

Lake County Library Impact Fees
PROJECT APPLICATION
Application Deadline: June 1

1. APPLICANT INFORMATION

A. LEGAL NAME OF APPLICANT (Government)

_____ **City of Leesburg** _____

B. APPLICANT ADDRESS

Street **501 West Meadow Street** PO Box if applicable **PO Box 490630** _____

City **Leesburg** _____ Zip Code **34749-0630** _____

C. APPLICATION REQUIREMENTS (Both 1 and 2 are required)

1. ☒ County library impact fee is assessed within municipality, or

_____ municipality collects local library impact fee which is equal to or greater than county library impact fee, or

_____ municipality collects local library impact fee which is less than county library impact fee and remits the difference between local and county impact fee to county.

2. ☒ Municipality has a library which is a member of the Lake County Library System, or

_____ is a newly created library which has submitted a letter of intent for the municipality's library to become a Member of the LCLS in accordance with LCC-7.

D. APPROVAL TO SUBMIT APPLICATION (By library governing body or City Administrator)

Signature

Name and Title

2. LIBRARY INFORMATION

A. NAME OF LIBRARY _____ **Leesburg Public Library** _____

B. LIBRARY ADDRESS ☒ Current _____ Future

Street **100 East Main Street** City **Leesburg** Zip **34748** _____

3. PROJECT MANAGER (Library Director)

A. Name Lucy B. Gangone Telephone 352-728-9791

Fax 352-326-6635 E-mail lucy.gangone@leesburgflorida.gov

4. TYPE OF PROJECT

A. ☐ CONSTRUCTION

☐ Design & Engineering ☐ New Building ☐ Expansion

B. ☐ COLLECTIONS

C. ☐ EQUIPMENT

☐ Public Access Computers ☐ Number

☒ Other (describe) Shelving

5. THIS PROJECT IS INCLUDED IN: (Maximum of 5 points) (Mark all that apply)

☐ Master Facilities Plan for Lake County Library System

☐ City or County Capital Improvement Plan

☒ Lake County Library System Long Range Plan of Service

☒ Lake County Library System Annual Plan of Service

☐ Other (Describe) Project supports the Goal Strategy in the LCLS Long Range Plan and Annual Plan of Service to “develop and manage library print and audio-visual collections of materials.”

6. COST OF TOTAL PROJECT (Estimated) \$18,767

7. AMOUNT REQUESTED (Maximum of 10 points) \$18,767

8. % OF PROJECT ELIGIBLE FOR IMPACT FEES 100%

9. PRIMARY SOURCE OF IMPACT FEES: (Maximum of 10 points)

☒ Applicant contributes to countywide library impact fee fund (10 points)

☐ Applicant collects and retains impact fees locally (-10 points)

10. PROJECT HISTORY (Maximum of 5 points)

A. Is this a new project request:

☒ Yes

☐ No Year of 1st Request _____

B. Has project previously received funding from library impact fees?

____ Yes ____ **X** No

If Yes, was the project request ____ partially or ____ fully funded?

Year/s _____ Amount \$ _____

11. PROJECT NARRATIVE – (No more than 3 pages, Maximum of 30 points)

- a. Briefly describe project (0-5)
- b. Include justification for use of impact fees (0-5)
- c. Establish need for the project (0-5)
- d. Describe how the project will benefit the local community (0-5)
- e. Describe how the project will benefit county-wide library service (0-5)
- f. Provide an itemized cost estimate for equipment requests (0-5)

12. APPLICANT PRIORITY RANKING (If requesting more than one project) _____

13. INITIAL YEAR OF PARTICIPATION 2002 _____

14. COMPLETED BY: Lucy B. Gangone _____ **DATE:** May 13, 2015 _____

RETURN THIS FORM TO: DIVISION MANAGER
LAKE COUNTY LIBRARY SYSTEM
2401 Woodlea Road, Tavares, FL 32778

Staff Use Only

Project Rating _____ Project Ranking _____

Recommended Level of Funding _____

Approved Level of Funding _____

Comments _____

Lake County Library Impact Fees
Project Application
City of Leesburg

11. PROJECT NARRATIVE

- a. Briefly describe project: The project is the purchase and installation of additional Estey library shelving with Worden end panels and countertops for the storage and display of the library's collections of fiction, non-fiction and non-print materials for young adults, and non-print materials for adults.
- b. Include justification for the use of impact fees: The Lake County Board of County Commissioners Policy LCC-63 on "Library Impact Fee Application and Distribution Process" defines the purpose of impact fees is "to provide a source of revenue to fund the construction of or improvement of the county library system necessitated by growth as delineated in the capital improvement element of the comprehensive plan."
- c. Establish need for the project: Shelving for the adult non-print collection (excluding DVDs which are shelved on mobile browsers) is now at capacity. The Library's budget of \$64,000 annually for non-print materials accommodates the purchase of books-on-cd, music cds and digital audio devices (Playaways) that the public demands, with the result that the library owns over 7,500 items with no additional shelving space for future acquisitions. The additional shelving requested will accommodate 3,600 items.

The library owns approximately 11,000 items for young adults. In the 2007 construction project for the new library building, the Young Adult room was designed to accommodate 5,100 print and non-print materials. The collection has increased substantially since that time; the library had a professional Teen Librarian who selected a broad range of materials in response to teen interests. The balance of the young adult section has spilled over into the adult fiction collection, creating space constraints for that format. The additional shelving for young adult materials will accommodate 6,000 items, primarily fiction, non-fiction and non-print, including music cds and games. .

- d. Describe how the project will benefit the local community: The circulation of adult non-print materials of books-on-cd, digital audio devices (Playaways) and music cds comprised 22% of the total adult non-print circulation in 2013 – 2014, with DVDs representing the other 78%. These materials comprised 35% of the library's total circulation in 2013 – 2014, proving their popularity. Addition of shelving units for these formats will give the library the opportunity to purchase and shelve additional non-print materials, traditionally high-circulating items.

The circulation of young adult non-print materials comprised 44% of the total teen non-print circulation in 2013 – 2014, with DVDs representing the other 56%.

These materials comprised 23% of the total circulation of young adult materials in 2013 – 2014, followed by DVDs at 28% of the total and teen fiction at 43%. The additional shelving for young adult items will give the library adequate shelving for the current collection, as well as room for expansion of the collection, particularly new non-print formats as requested by the teens.

- e. Describe how the project will benefit county-wide library service: All of the library's circulating materials, including adult non-print and young adult materials may be borrowed through intra-library loan by any resident holding a valid Lake County Library System borrower's card. Expanding our shelving capacities will result in additional materials being available to residents throughout Lake County.
- f. Provide an itemized cost estimate for equipment requests:

<u>Quantity</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total Price</u>
10	44"h x 36"w weld-frame	\$66.08	\$ 660.80
22	24"d x 36"w double-face sloping Base assembly	93.52	2,057.44
12	10"d countertop bracket, pair	5.49	65.88
89	10"d adjustable sloping shelf bracket, left	4.31	383.59
89	10"d adjustable sloping shelf bracket, right	4.31	383.59
173	10"d adjustable integral-back shelf	16.80	2,906.40
4	Double-face end panel	347.36	1,389.44
2	Double-face countertop 108 1/8"w x 24 7/8"d	521.92	1,043.84
2	Double-face countertop 72 1/8"w x 24 7/8"d	347.76	695.21
3	Seam connection	42.20	126.60
12	84"h x 36"w weld-frame	72.24	866.88
7	12"d x 36"w single face adjustable Sloping base shelf	24.64	172.48
10	12"d x 36"w adjustable pull-out Browse box	316.40	3,164.00
10	12"d x 36"w adjustable flat shelf Assembly	24.08	240.80
15	3"d x 2"h x 36"w adjustable shelf Backstop filler	26.32	394.80
Installation		4,215.00	4,215.00
<u>TOTAL</u>			<u>\$18,766.55</u>



AGENDA MEMORANDUM

Item No: 4.C.6.

Meeting Date: May 26, 2015

From: Bill Spinelli, Finance Director

Subject: Resolution authorizing execution of an Investment Manager Agreement.

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of the Agreement with Fiduciary First, LLC for a cost of 20 basis points but not less than \$20,000.00 per year. Currently plan assets are \$11 million resulting in an annual fee of \$22,000. This fee would be paid as a fee from the 401(a) and 457(b) plans.

Analysis:

The City of Leesburg is the Trustee for the employee 401(a) Defined Contribution and 457(b) Deferred Compensation retirement plans. Currently the City uses International City Managers Association Ret Corp (ICMA) to provide all services related to the plans. These services include investment advisor, plan administrator, and bookkeeper. Fiduciary First will provide the investment advisor services.

The City will decide whether to issue separate Request for Proposals (RFP) for a plan administrator and bookkeeper. The goal to issuing an RFP for administration and bookkeeper services would be to obtain lower fees or costs for those services. Any savings would be money that would remain in the employee retirement plans. Those services will continue to be provided by ICMA. Should the City decide to issue RFPs for the additional services ICMA would be eligible to submit a proposal.

The City desires to engage the services of an Investment Manager separate from ICMA. This will allow the City to be more strategic in the selection of investment funds and provided other options than those selected and offered by ICMA. Currently ICMA selects the investment options made available to plan participants. The City or its employees have no input in to the investment options offered by ICMA. The Finance Department is confident that this change in plan management will also result in lower fees paid by the plan, ultimately the employees.

Following the engagement of the Investment Manager the City will most likely issue separate Request for Proposals to contract for a book keeper.

An additional goal of working with an Investment Manager is to establish a committee that will work with the Investment Manager in the creation of the plan, investment options, as well as education and employee education. The committee will focus on education of plan participants (employees) so they can be informed investors and help grow their retirement investments. Currently the education component is limited to non-existent.

Procurement Analysis:

On November 3, 2014 the Purchasing Division issued Request for Proposal (RFP) 150042 requesting interested and qualified firms to submit responses to the RFP for Investment Advisory/Manager services.

On December 4, 2014 the City received ten (10) responses from the firms listed here.

- 401 (k) Advisors
- Investment Consulting Services
- Bolton Partners
- Morgan Stanley - Graystone Consulting
- Burgess Chambers & Associates, Inc.
- SageView Advisory Group
- Dahab Associates, Inc.
- Seabridge Wealth Mgmt., LLC
- Fiduciary First, LLC
- The Bogdahn Group

The Evaluation Committee began the evaluation of each of the proposals. The committee met and requested a review and summary analysis from David Jang of Davidson Fixed Income which serves as Investment Advisor to the City on its' investments. Mr. Jang reviewed the proposals and provided feedback to the committee. Based on the public committee meetings the Evaluation Committee came to a consensus on the top two ranked firms; Fiduciary First, LLC and SageView Advisory Group. The detailed evaluation tabulation is attached for your review.

The Committee requested to hold interviews with each of the top two ranked firms. Following the interviews the Committee came to a consensus in ranking Fiduciary First, LLC the top ranked firm and requested the Purchasing Division begin contract negotiations.

Staff is recommending award of the RFP to Fiduciary First, LLC as the top ranked firm following an extensive review and evaluation process.

Options:

1. Approve the resolution authorizing execution of the agreement with Fiduciary First, LLC; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Fees for the Investment Manager Services will be paid from the assets of each retirement plan. There will be no expense to the City for these services.

Submission Date and Time: 5/21/2015 8:43 AM

Department: <u>Finance Department</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u>X</u> Not Required <u> </u> Dates: <u>November 2, 2014</u> Attorney Review: Yes <u> </u> No <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u> </u> Submitted by: City Manager <u> </u>	Account No. <u> NA </u> Project No. <u> </u> WF No. <u> </u> Budget <u> NA </u> Available <u> NA </u>
---	--	---

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INVESTMENT MANAGER AGREEMENT WITH FIDUCIARY FIRST, LLC TO ACT AS THE INVESTMENT MANAGER FOR THE EMPLOYEE 401(A) - DEFINED CONTRIBUTION AND 457(B) - DEFERRED COMPENSATION RETIREMENT PLANS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with FIDUCIARY FIRST, LLC whose address is 1060 Maitland Center Commons, Suite 360, Maitland, Florida 32751 (email address: donfaller@fiduciaryfirst.com) for professional services acting as the Investment Advisor for the City's 401(a) – Defined Contribution and 457(b) – Deferred Compensation Plans for City of Leesburg employees pursuant to Request for Proposal 150042.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of May 2015.

Mayor

ATTEST:

City Clerk

RFP 150042 – Financial Investment Advisor Services
City of Leesburg, Florida

List of Respondents - Alphabetically

The firms listed here submitted responses to City of Leesburg Request for Proposals 150042 before the appointed due date and time. Submitting firms are reminded communications of any type related to this solicitation with **ANY** City of Leesburg employee, official, or representative other than the designated procurement representative are not permitted.

401 (k) Advisors

874 Bridgewater Circle
Maitland, FL 32751

Investment Consulting Services

2315 York Road
Oak Brook, IL 60523

Bolton Partners

100 Light Street, 9th Floor
Baltimore, MD 21202

Morgan Stanley -

Graystone Consulting

10 North Street
Tampa, FL 33602

Burgess Chambers & Associates, Inc.

315 East Robinson Street
Orlando, FL 32801

SageView Advisory Group

1920 Main Street, Suite 800
Irvin, CA 32801

Dahab Associates, Inc.

423 South Country Road
Bay Shore, NY 11706

Seabridge Wealth Mgmt., LLC

One Beach Drive, Suite 220
St. Petersburg, FL 33701

Fiduciary First

1060 Maitland Center Commons
Maitland, FL 32751

The Bogdahn Group

4901 Vineland Road
Orlando, FL 32811

--- No other responses received. ---

Florida Statute 119.071 (b)1.a. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier.

**** Notice of Recommendation of Award ****

Date: **March 18, 2015**
Bid No. & Title: **150042 Financial Investment Advisor**
Buyer: **Terry Pollard**
Commission Meeting: **April 13, 2015 at 5:30 PM**

I will be recommending the following award for ITB 1500042 - Financial Investment Advisor to our City Commission at their regular meeting on April 13, 2015 at 5:30 PM.

Recommended Vendor: **Fiduciary First**
1060 Maitland Center Commons
Maitland, FL 32751

Their proposal has been reviewed and determined to be responsive and responsible. A Final Scoring Summary is attached.

Should you have any questions regarding this notice please contact me at (352)728-9880. The City appreciates the time and effort of all parties responding to this solicitation.

Respectfully,



Mike Thornton
Purchasing Manager

attachment (Final Scoring Summary)

Remember to register with the City of Leesburg at www.PublicPurchase.com to be notified of future bid opportunities with the City.



Purchasing Division
204 N. 5th Street, Leesburg, FL 34748
Ofc: (352)728-9880 | Fax: (352)326-6618 | purch@leesburgflorida.gov
www.leesburgflorida.gov

"Consensus" Summary of Rankings
RFP 150042 - Financial Investment Advisor Services

Firm Name	OVERALL TOTALS			Evaluator 1		Evaluator 2		Evaluator 3		Evaluator 4	
	Rank	Total Ord.	Points	Score	Rank	Score	Rank	Score	Rank	Score	Rank
401 (k) Advisors	4	18	1502	338	6	309	7	419	3	436	2
Bolton Partners	9	34	1388	301	10	291	10	390.5	9	405	5
Burgess Chambers & Associates, Inc.	5	23	1467	346	5	330	4	406	5	385	9
Dahab Associates, Inc.	7	26	1473	337	7	302	9	405	6	429	4
Fiduciary First	1	6	1613	387.6	1	341	2	422	2	462	1
Investment Consulting Services	8	31	1407	310	9	313	5	386	10	399	7
Morgan Stanley - Graystone Consulting	3	15	1531	381	2	338	3	408	4	405	6
SageView Advisory Group	2	7	1586	354	3	370	1	425	1	436	2
Seabridge Wealth Management, LLC	9	34	1406	334	8	306	8	396	8	370	10
The Bogdahn Group	6	25	1448	347	4	310	6	401	7	390	8

**EVALUATION COMMITTEE
CONSENSUS MEMORANDUM No. 2**



To:	Mike Thornton, Purchasing Manager
From:	Bill Spinelli, Finance Director - Evaluation Panel Chairman
Date:	March 12, 2015
Subject:	FINAL RANKING OF FIRMS RFP 150042 – Financial Investment Advisor Services

The intention of this solicitation is to establish an agreement with the top ranked firm to provide Financial Investment Advisor Services to the City.

Following the interviews with the two top ranked firms committee members were provided the opportunity to adjust their scoring/ranking. With interviews completed, the committee has come to a consensus as to the final ranking not changing from the initial consensus as documented in the January 30, 2015 Evaluation Committee Consensus Memorandum as well as reflected below.

<u>Ranking</u>	<u>Firm Name</u>
1	Fiduciary First – Maitland, FL
2	SageView Advisory Group – West Palm Beach, FL

The committee directs the Purchasing Manager to begin contract negotiations with the top ranked firm, Fiduciary First.

Respectfully,

Bill Spinelli, CPA Finance Director

<p align="center">DETAILED EVALUATOR SCORING RFP 150042 - Financial Investment Advisor Services</p>									
	Weight	Eval. 1		Eval. 2		Eval. 3		Eval. 4	
		Score	Points	Score	Points	Score	Points	Score	Points
401 (k) Advisors		338		309		419		436	
Investment Process	25	2.70	68	3.25	81	4.20	105	4.25	106
Service Structure and Accessibility	25	3.75	94	3.00	75	4.20	105	4.20	105
Strength and Stability of Firm	20	3.60	72	3.00	60	4.10	82	4.50	90
Performance Reporting	20	3.00	60	3.25	65	4.20	84	4.50	90
Fee Proposal	10	4.50	45	2.75	28	4.30	43	4.50	45
Local Vendor Preference (10, 4 or 0 points)			0		0		0		0
Bolton Partners		301		291		391		405	
Investment Process	25	2.85	71	3.00	75	4.10	103	4.25	106
Service Structure and Accessibility	25	3.50	88	2.75	69	3.80	95	4.00	100
Strength and Stability of Firm	20	3.60	72	3.00	60	3.90	78	4.25	85
Performance Reporting	20	3.00	60	3.00	60	4.00	80	4.20	84
Fee Proposal	10	1.00	10	2.75	28	3.50	35	3.00	30
Local Vendor Preference (10, 4 or 0 points)			0		0		0		0
Burgess Chambers & Associates, Inc.		346		330		406		385	
Investment Process	25	2.70	68	3.50	88	4.00	100	4.00	100
Service Structure and Accessibility	25	3.75	94	3.00	75	4.00	100	3.50	88
Strength and Stability of Firm	20	3.75	75	3.25	65	4.00	80	4.00	80
Performance Reporting	20	3.00	60	3.25	65	4.00	80	3.75	75
Fee Proposal	10	5.00	50	3.75	38	4.60	46	4.25	43
Local Vendor Preference (10, 4 or 0 points)			0		0		0		0
Dahab Associates, Inc.		337		302		405		429	
Investment Process	25	3.00	75	3.25	81	5.00	125	4.50	113
Service Structure and Accessibility	25	3.37	84	2.75	69	4.00	100	4.25	106
Strength and Stability of Firm	20	3.88	78	3.00	60	4.00	80	4.50	90
Performance Reporting	20	3.00	60	3.10	62	3.00	60	4.00	80
Fee Proposal	10	4.00	40	3.00	30	4.00	40	4.00	40
Local Vendor Preference (10, 4 or 0 points)			0		0		0		0
Fudiciary First		388		341		422		462	
Investment Process	25	3.70	93	3.00	75	4.40	110	4.60	115
Service Structure and Accessibility	25	3.50	88	3.25	81	4.20	105	4.60	115
Strength and Stability of Firm	20	4.38	88	3.75	75	4.00	80	4.75	95
Performance Reporting	20	3.50	70	3.50	70	4.10	82	4.60	92
Fee Proposal	10	5.00	50	4.00	40	4.50	45	4.50	45
Local Vendor Preference (10, 4 or 0 points)			0		0		0		0
Investment Consulting Services		310		313		386		399	
Investment Process	25	2.43	61	3.50	88	4.00	100	4.00	100
Service Structure and Accessibility	25	3.75	94	3.00	75	3.70	93	4.00	100
Strength and Stability of Firm	20	3.00	60	3.00	60	3.90	78	4.00	80
Performance Reporting	20	3.00	60	2.50	50	4.00	80	4.20	84
Fee Proposal	10	3.50	35	4.00	40	3.50	35	3.50	35
Local Vendor Preference (10, 4 or 0 points)			0		0		0		0
Morgan Stanley - Graystone Consulting		381		338		408		405	
Investment Process	25	4.00	100	3.00	75	4.20	105	4.00	100
Service Structure and Accessibility	25	3.10	78	4.00	100	4.30	108	4.00	100
Strength and Stability of Firm	20	4.50	90	3.00	60	4.00	80	4.00	80
Performance Reporting	20	3.66	73	3.50	70	3.80	76	4.50	90
Fee Proposal	10	4.00	40	3.25	33	3.90	39	3.50	35
Local Vendor Preference (10, 4 or 0 points)			0		0		0		0
SageView Advisory Group		354		370		425		436	
Investment Process	25	3.42	86	4.50	113	4.40	110	4.50	113
Service Structure and Accessibility	25	3.75	94	3.50	88	4.20	105	4.25	106
Strength and Stability of Firm	20	3.50	70	3.50	70	4.40	88	4.25	85
Performance Reporting	20	3.00	60	3.50	70	4.10	82	4.50	90
Fee Proposal	10	4.50	45	3.00	30	4.00	40	4.25	43
Local Vendor Preference (10, 4 or 0 points)			0		0		0		0
Seabridge Wealth Mgmt., LLC		334		306		396		370	
Investment Process	25	3.28	82	3.50	88	4.40	110	4.00	100
Service Structure and Accessibility	25	3.75	94	3.25	81	4.00	100	4.00	100
Strength and Stability of Firm	20	3.40	68	2.50	50	3.80	76	3.50	70
Performance Reporting	20	3.00	60	3.00	60	3.90	78	3.50	70
Fee Proposal	10	3.00	30	2.75	28	3.20	32	3.00	30
Local Vendor Preference (10, 4 or 0 points)			0		0		0		0
The Bogdahn Group		347		310		401		390	
Investment Process	25	3.14	79	3.00	75	4.00	100	4.00	100
Service Structure and Accessibility	25	3.75	94	3.00	75	4.00	100	4.00	100
Strength and Stability of Firm	20	4.00	80	3.25	65	4.00	80	4.00	80
Performance Reporting	20	3.00	60	3.25	65	4.00	80	3.50	70
Fee Proposal	10	3.50	35	3.00	30	4.10	41	4.00	40
Local Vendor Preference (10, 4 or 0 points)			0		0		0		0

INVESTMENT MANAGEMENT AGREEMENT

THIS Agreement is made as of the 26th day of May in the year 2015, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **FIDUCIARY FIRST, LLC** whose address is 1060 Maitland Center Commons, Suite 360, Maitland, Florida 32751 (hereinafter referred to as the "INVESTMENT MANAGER").

WHEREAS, the CITY issued Request for Proposal 150042 to contract with a qualified firm to provide Fiduciary Advisor Services for the City of Leesburg employee 401(a) – Defined Contribution and 457(b) - Deferred Compensation Plans for the City of Leesburg (hereinafter referred to as "Plan");

WHEREAS, the INVESTMENT MANAGER has been selected as the top ranked firm among all firms submitting proposals;

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services.** The INVESTMENT MANAGER shall perform the services described in Schedule A which is incorporated by reference herein and attached as **ATTACHMENT "A"**. Nothing herein shall limit the CITY's right to obtain proposals or services from other professionals for similar services.
2. **Authorization and Fiduciary Status.** CITY hereby grants INVESTMENT MANAGER the limited power and authority to act on behalf of the Plan to select, based on the criteria established by the Plan and communicated in writing to the INVESTMENT MANAGER, the specific investment options under the Plan and made available to Plan participants ("Selection Services"), and accordingly, CITY hereby appoints and authorizes INVESTMENT MANAGER as its lawful attorneys-in-fact with respect to such Selection Services. INVESTMENT MANAGER acknowledges that, with respect to such Selection Services, it will be a "fiduciary" within the meaning of section 3 (21)(A)(ii) Employee Retirement Income Security Act (ERISA) and also serve as "investment manager" (as that term is defined in section 3(38) of ERISA). CITY understands that only certain Services that may be selected by CITY in Schedule A – those provided under or as part of the ongoing investment monitoring and ongoing investment recommendation services - would constitute "investment advice".

The parties acknowledge and agree INVESTMENT MANAGER:

- a. has or will have any discretionary authority or discretionary responsibility in the administration of the Plan or interpretation of the Plan documents, the determination of participant eligibility, benefits, or vesting, or the approval of distributions by the Plan;
- b. is or is intended to be a "fiduciary" under ERISA with respect to any particular participant's Plan assets; and
- c. is the "administrator" of the Plan as defined in ERISA.

CITY represents that its engagement of INVESTMENT MANAGER, as well as any instructions it provides to INVESTMENT MANAGER with regard to the Plan, are authorized by and in accordance with applicable plan documents. CITY agrees to furnish INVESTMENT MANAGER with copies of the governing documents of the Plan. CITY also acknowledges the Services provided under this Agreement

may only relate to a part of the Plan's assets and that, except as required under ERISA with respect to the Selection Services, INVESTMENT MANAGER is not responsible for compliance of the investments with the requirements of ERISA or any other governing law or documents.

3. Standard of Care.

- a. INVESTMENT MANAGER shall perform its duties hereunder with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent investor acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and like aims.
- b. INVESTMENT MANAGER shall discharge its duties hereunder with respect to the Plan assets solely in the interest of, and for the exclusive purpose of providing benefits for, beneficiaries of the Plan.
- c. INVESTMENT MANAGER shall not engage in any transaction involving Plan assets that would constitute a nonexempt prohibited transaction under Section 406 of ERISA.
- d. INVESTMENT MANAGER has been appointed in reliance on INVESTMENT MANAGER's special skills and expertise. INVESTMENT MANAGER shall use those skills and expertise in the discharge of its duties hereunder.

4. Representations, Warranties and Covenants of Investment Manager.

- a. INVESTMENT MANAGER represents and warrants to the CITY that it is registered as an investment advisor under the Investment Advisors Act of 1940 and shall maintain such registration through the term of this Agreement.
- b. INVESTMENT MANAGER acknowledges that it is a "fiduciary" with respect to the Plan assets within the meaning of Section 3(21) of ERISA; warrants that none of the disqualifications described in Section 411 of ERISA apply to the INVESTMENT MANAGER; and specifically agrees to perform its duties under this Agreement with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent investor acting in like capacity and familiar with such matters would use in an enterprise of like character and with like aims and in accordance with the prudent investor rule described in the Florida Probate Code.
- c. INVESTMENT MANAGER shall secure and maintain at all times during the term of this Agreement a bond or bonds protecting the Plan assets that meet the requirements of and in the amount specified under Section 412 of ERISA and the regulations thereunder, and shall include among those covered by such bond or bonds INVESTMENT MANAGER and any natural person employed by INVESTMENT MANAGER or its affiliates who handles or controls assets constituting a portion of the Plan.
- d. INVESTMENT MANAGER shall maintain errors and omissions insurance in amounts acceptable to the CITY which shall protect the Plan against losses from the negligent acts, errors or omissions of INVESTMENT MANAGER. A copy of the policy and certificate of insurance with respect thereto shall be provided to the CITY upon request at any time.
- e. INVESTMENT MANAGER shall comply with all applicable laws of the State of Florida and the United States of America, and any governmental or regulatory authority outside of the United States.
- f. INVESTMENT MANAGER will furnish to the CITY, from time to time, such evidence as the CITY may reasonably request that it satisfies the foregoing

requirements, and shall promptly notify the CITY if it has reason to believe that any of the foregoing representations, warranties or covenants may cease to be satisfied.

5. **Representations, Warranties, and Disclosures of the City.**

- a. CITY acknowledges and agrees that all decisions regarding the interpretation of Plan provisions, compliance with applicable legal requirements and operation of the Plan are the sole responsibility of CITY.
- b. CITY acknowledges that: (i) investments fluctuate in value and the value of the investments when sold may be greater or lesser than the original cost; (ii) past investment performance does not necessarily guarantee any level of future investment performance; (iii) INVESTMENT MANAGER does not warrant or guarantee any level of performance by any of the investments held by or offered under the Plan or that any investment will be profitable over time; and (iv) the Plan and its participants are assuming the market risk involved in the investment of Plan assets.
- c. In addition, if participants in the Plan may invest the assets in their accounts through individual brokerage accounts, a mutual fund window, or other similar arrangement, or may obtain participant loans, INVESTMENT MANAGER will not provide any individualized advice or recommendations to the participants regarding these decisions.
- d. CITY has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents that must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.
- e. This Agreement has been duly authorized and executed and constitutes the legal, valid, and binding agreement of CITY, enforceable in accordance with its terms.
- f. All information provided or to be provided to INVESTMENT MANAGER hereunder to enable them to perform the Services is and shall be true, correct and complete in all material respects. CITY acknowledges INVESTMENT MANAGER shall be entitled to rely upon all information provided by CITY, whether financial or otherwise. CITY agrees to promptly notify INVESTMENT MANAGER in writing of any material change in the financial and other information provided to INVESTMENT MANAGER and to promptly provide any such additional information as may be requested.
- g. CITY authorizes INVESTMENT MANAGER, to the extent reasonably necessary to provide the Services, to communicate with and obtain such information regarding the Plan from financial organizations, financial professionals, and record keepers working with CITY, pursuant to INVESTMENT MANAGER's Privacy Policy attached hereto as **ATTACHMENT "B"** and hereby incorporated by reference.
- h. CITY authorizes INVESTMENT MANAGER to utilize outside vendors or professional resources in order to provide services under this Agreement. CITY further authorizes INVESTMENT MANAGER to release its information to those professional resources as necessary to fulfill the terms of this Agreement, pursuant to INVESTMENT MANAGER's Privacy Policy.
- i. CITY represents that, should any payment be made from the assets of a Plan governed by ERISA, CITY has made a determination that such a payment is not a settlor expense and can be made from Plan assets.

6. **Procedures.**

- a. All payments, disbursements, receipts and other transactions in cash or securities in respect of the investment activities of the Plan (excluding fee payment disbursements) shall be made directly to or from the Custodian at the direction of INVESTMENT MANAGER. Instructions from the INVESTMENT MANAGER to the Custodian shall be made as required by the Custodian. Instructions communicated orally shall be confirmed in writing as soon as practicable thereafter. INVESTMENT MANAGER shall instruct all brokers or dealers executing orders on behalf of the Plan to forward to the Custodian and the Plan copies of all brokerage confirmations promptly after the execution of transactions.

7. **Services to Other Clients.**

- a. It is understood that INVESTMENT MANAGER performs investment advisory services for other clients. The CITY agrees that INVESTMENT MANAGER may give advice and take action with respect to any of its other clients which may differ from the advice given to, or the timing or nature of action taken with respect to, the Plan, provided INVESTMENT MANAGER allocates investment opportunities among clients on a fair and equitable basis.
- b. It is further understood that INVESTMENT MANAGER, its affiliates, and any officer, director, stockholder, employee or any member of their families may or may not have an interest in the securities whose purchase and sale INVESTMENT MANAGER may from time to time recommend under this Agreement, and the CITY agrees that INVESTMENT MANAGER may recommend actions with respect to securities of the same kind which may be the same as or different from the action which INVESTMENT MANAGER, or any of its affiliate, or any officer, director, stockholder, employee or any member of their families, or other investors may take with respect thereto.

8. **Allocation of Brokerage.**

- a. INVESTMENT MANAGER is authorized as provided in this paragraph to place orders for the execution of securities transactions for the Plan with or through such brokers or dealers as INVESTMENT MANAGER may select. INVESTMENT MANAGER may allocate transactions to such brokers and dealers for execution on such markets, at such prices and at such commissions rates as in the good faith judgment of INVESTMENT MANAGER will be in the best interest of the Plan, taking into consideration in the selection of such brokers and dealers not only the available prices and rates of brokerage commissions, but also other relevant factors (such as, without limitation, execution capabilities and research services provided by such brokers or dealers which are expected to enhance the capabilities of INVESTMENT MANAGER to serve the Plan). All services provided to INVESTMENT MANAGER for commissions paid in connection with Plan transactions shall satisfy the requirements of Section 28(e) of the Securities Exchange Act of 1934 and the requirements and restrictions relating to the payment of commissions for the provision of such services under laws applicable to employee benefit plans that are subject to ERISA. Investment transactions may not be executed through the facilities of INVESTMENT MANAGER or its affiliates unless expressly authorized by the CITY in writing.

9. **Log of Brokerage Transactions.** INVESTMENT MANAGER shall maintain, and make available to the CITY, a log of all transactions placed through all securities brokerage firms, which log shall reflect the name of the firm, a description of each transaction (including the amount and securities involved), the date of each transaction and the amount of fees and commissions paid.

10. **Proxies; other actions.**

- a. INVESTMENT MANAGER shall vote all proxies solicited with respect to securities in which Plan assets are invested, voting in accordance with the CITY's proxy voting policy unless otherwise directed or permitted by the CITY. The CITY shall provide INVESTMENT MANAGER with a copy of its proxy voting policy and any changes thereto.
- b. INVESTMENT MANAGER shall report to the CITY its votes on all proxies. The report shall be in the format and on the schedule established by the CITY.
- c. INVESTMENT MANAGER is authorized to vote on such matters as tender offers, workouts, reorganizations, bankruptcies and class actions, including without limitation matters related to opting in or opting out of a class and approval of class action settlements, when such a vote is solicited by, or with respect to, issuers of securities beneficially held by the Plan. INVESTMENT MANAGER shall act in the best interest of the CITY as a shareholder in such votes and actions.

11. **Compensation.** The CITY shall compensate the INVESTMENT MANAGER for the Services as set forth in Schedule A attached to the Agreement the amount of .20% (20 basis points) but not less than \$20,000.00 per year. Payment shall be made as set forth in Schedule A.

INVESTMENT MANAGER represents and warrants that the fees payable are no less favorable than those payable by INVESTMENT MANAGER's other clients of comparable size, objectives and guidelines, excluding eleemosynary accounts and accounts whose fees are based on investment performance. INVESTMENT MANAGER agrees to immediately notify the CITY if, at any time, any management fees payable by any other clients of comparable size, objectives and guidelines are more favorable than those set forth in Schedule A. Upon such notification, the CITY has the right to institute such fees under this Agreement and the parties agree to amend Schedule A accordingly.

12. **Authority/City's Representative.** The City Manager of the City of Leesburg ("City Manager") shall have authority to act on behalf of the CITY with respect to the Plan and this Agreement. The authority of the City Manager shall include, but not be limited to, the authority to stop work under this Agreement and to certify when payments under this Agreement are due and the amounts to be paid.

13. **Maintenance of Records.** INVESTMENT MANAGER shall maintain during the term of this Agreement, and for seven (7) years after the expiration or termination of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and use of all disbursements of funds in conjunction with this Agreement. All books, records and supporting documents related to this Agreement shall be available for review and audit by the CITY or any authorized representative of the CITY. INVESTMENT MANAGER agrees to cooperate fully with any audit conducted, to provide full access to all relevant materials and to provide copies of all relevant materials to the CITY or authorized representative of the CITY if requested. Failure to maintain the books, records and supporting documents required by this paragraph shall establish a presumption in favor of the CITY for the recovery of any

funds authorized to be paid by the CITY under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

14. **Notices.** All notices required by this Agreement shall be in writing and delivered by U.S. Mail, courier delivery, or email and shall be effective on the date of delivery if personally delivered or delivered by email or on the date of posting if mailed. Notices shall be delivered to the following addresses:

- a. To the CITY:
Address as indicated on Schedule A.
- b. To INVESTMENT MANAGER:
Address as indicated on Schedule A.

15. **Employment and Personnel.** INVESTMENT MANAGER shall not offer to hire, hire or contract with any employee or retired former employee of the CITY during the term of this Agreement, without the written consent of the CITY.

No person employed by the CITY at the time this Agreement is executed, or at any time thereafter, shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom, directly or indirectly, due to employment by or financial interest in INVESTMENT MANAGER or any affiliate of INVESTMENT MANAGER.

16. **Entire Agreement; Amendment.** This Agreement, together with the Attachments annexed hereto, constitutes the entire agreement of the parties hereto; is intended to be the complete and exclusive statement of the terms hereof; and may not be modified or amended except by a writing signed by the parties hereto.

17. **Waiver.** Either party to this Agreement may waive compliance with conditions to such party's performance or with any of the agreements or covenants of the other party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

18. **Confidential Relationship.** Information furnished by either party to the other, including their respective agents and employees is confidential, and shall not be disclosed to third parties except as necessitated by regulatory authority or otherwise required by law.

19. **Authorized Expenses.** The CITY shall not be liable for any expenses incurred by the INVESTMENT MANAGER prior to the issuance of a Notice to Proceed except as authorized by the CITY in writing.

20. **Term.** The initial term of this Agreement shall be through September 30, 2020 and will commence on the date of approval of the contract by the Leesburg City Commission. By mutual

agreement of the parties to the Agreement may be extended for additional terms. Any extension shall be made by written amendment properly executed by both parties.

21. **Termination.** This Agreement may be terminated under the following conditions;
- a. **For Convenience.** All or part of this Agreement may be terminated by either party for its convenience on sixty (60) days written notice to the other party. In such event, if terminated by the CITY the INVESTMENT MANAGER will be entitled to compensation for services competently performed up to the date of termination. If terminated by INVESTMENT MANAGER the CITY shall be entitled to a reimbursement of fees paid. Reimbursement will be on a prorated basis for full months remaining in the quarter already compensated.
 - b. **For Cause.** CITY may terminate the Agreement with ten (10) days written notice for cause if INVESTMENT MANAGER;
 - i. becomes Insolvent/Bankrupt, or
 - ii. commits a material breach of the Agreement which does not otherwise have a specified contractual remedy, provided that:
 1. CITY shall first provide INVESTMENT MANAGER with detailed written notice of the breach and of CITY's intention to terminate the Agreement, and
 2. INVESTMENT MANAGER shall have failed, within the number of days indicated in the written notice, to commence and diligently pursue cure of the breach.

22. **Indemnification.** The INVESTMENT MANAGER shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the INVESTMENT MANAGER and persons employed or utilized by the INVESTMENT MANAGER in the performance of this Agreement. The liability of the INVESTMENT MANAGER shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the INVESTMENT MANAGER to indemnify the CITY shall be limited to intentional misconduct or negligent acts, omissions, or defaults of the INVESTMENT MANAGER; any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the INVESTMENT MANAGER shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the intentional misconduct or negligent acts or omissions of the INVESTMENT MANAGER, or any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

23. **Codes, Laws, and Regulations.** INVESTMENT MANAGER will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

24. **Permits, Licenses, and Fees.** INVESTMENT MANAGER will obtain and pay for all permits and licenses required by law that are associated with the INVESTMENT MANAGER'S performance of the Scope of Services.

25. **Access to Records.** INVESTMENT MANAGER will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during INVESTMENT MANAGER'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

26. **Contingent Fees Prohibited.** The INVESTMENT MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the INVESTMENT MANAGER, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the INVESTMENT MANAGER any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

27. **Independent Contractor.** The INVESTMENT MANAGER agrees that it is an independent contractor and not an agent, joint venturer, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the INVESTMENT MANAGER. INVESTMENT MANAGER will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The INVESTMENT MANAGER shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

28. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

29. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the INVESTMENT MANAGER and the CITY.

30. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

31. **Approval of Personnel.** Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified in the INVESTMENT MANAGER's response to CITY's Request for Proposal 150042 are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of INVESTMENT MANAGER pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or

persons actually performing the services on behalf of INVESTMENT MANAGER pursuant to this Agreement, CITY may require INVESTMENT MANAGER to assign a different person or persons be designated to be the contact person or to perform the INVESTMENT MANAGER services hereunder.

32. **Sub-consultants.** The CITY reserves the right to approve all sub-consultants for services performed under this Agreement. Responsibility for the performance of the contract remains with the INVESTMENT MANAGER exclusively. Sub-consultants may be added to this contract during the contract period only with prior written permission of the CITY.

33. **Disclosure of Conflict.** The INVESTMENT MANAGER has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the INVESTMENT MANAGER and his duties under this Agreement

34. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

35. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor


ATTEST:

City Clerk

Approved as to form and content:

City Attorney

“FIDUCIARY FIRST, LLC”

By:  _____

Printed: Don M. Faller

Its: Managing Partner
Title

Account Application
Retirement Plan Consulting Program (RPCP)
Investment Manager
Schedule A

ATTACHMENT "A"

RPCP

Account Number							
Rep ID	N	1	D	D			

Instructions: Please completed all applicable sections of this Schedule A in full when RPCP IAR is serving in an investment manager capacity with respect to a participant directed defined contribution plan fund lineup. This Schedule is part of the RPCP Investment Manager Agreement (F338A-RPCP).

Please fax to: 407-740-6113

ATTENTION: Any alterations must initialed by the trustee and/or authorized officer.

- ☐ Check here if this is an amendment to an existing RPCP Investment Manager Schedule A.
- Write in the "shell" account number and RepID/SplitID in the upper right corner
 - (If this is a change of RPCP Advisor(s), write in the new RepID/SplitID at the upper right hand corner of the form.)
 - Complete only the sections being updated/amended, plus
 - Complete both Client and RPCP acknowledgement (Sections VII and VIII).

Representative Information

Representative Name

Jamie Hayes, QPFC, AIF, C(k)P and Don M. Faller, CFP, C(k)P

Section I: Plan Information

1. Plan Type (choose only one)

☒ Check here to confirm this a participant directed plan.

☐ 401(k) Plan ☐ Profit Sharing Plan

☒ 457 Plan

☒ Other (please specify) 401(a)

Does the plan permit company stock or other illiquid assets?

☐ Yes

☒ No

☐ If so, check here to confirm you understand that company stock or illiquid assets must be excluded from discretionary management

Is the Plan subject to ERISA?

☐ Yes

☒ No

Is the plan for a Government Entity?

☒ Yes

☐ No

Is your client considered an "institutional account" based on one or more of the following definitions per FINRA Rule 4512(c): ☐ Yes ☒ No

1. A bank, savings and loan association, insurance company or registered investment company;
2. An investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions); or
3. Any other person (whether a natural person, corporation, partnership, trust or otherwise) with total assets of at least \$50 million

2. Plan Information

Plan Name

City of Leesburg 401(a) and 457(b) Defined Contribution and Deferred Compensation Plans

Plan Mailing Address

PO Box 490630, Leesburg, Florida 34749-0630

Plan Tax ID Number

Date Plan Established

3. Plan Sponsor (Employer) Information

Plan Sponsor (Employer)

City of Leesburg

Plan Sponsor (Employer) Address (no P.O. boxes)

501 W. Meadow St., Leesburg, Florida 34749

Business Phone

352-728-9800

Fax Number

Email

bill.spinelli@leeburgflorida.gov

Plan Sponsor (Employer) Tax ID Number

Same as Plan Tax ID

59-6000362



4. Country of Legal Establishment (choose one)
☒ USA
 ☐ Other

Plan Sponsor (Employer) Country of Legal Establishment

5. Plan Assets and Participant Count

Enter the letter that corresponds to the correct range:

Approximate plan assets

Approximate number of participants

I. Less than \$999,999 J. \$1,000,000 - \$4,999,999 K. \$5,000,000 - \$9,999,999 L. \$10,000,000 - \$29,999,999 M. \$30,000,000 and over

6. Service Provider Information

Service Provider (Product Sponsor or Platform Provider)

International City Managers Association Ret Corp (ICMA)

Provider Contract or Plan Number

Third Party Administrator (if not Service Provider)

Product Name (if applicable)

Section II: Trustee / Authorized Officer Information - For ERISA Plans Only

If necessary, use additional copies of this page for any additional trustees and/or Authorized Plan Officers. Note: This entire section must be completed. This information helps to meet the "Know Your Customer" rule under FINRA.

1. Primary Information

Name of Trustee / Corporate Trustee / Authorized Officer (with authority to act on behalf of Plan) If Corporate Trustee, Name of Contact

Address Associated with Trustee / Authorized Officer ☐ Same as Plan Mailing Address

If Corporate Trustee, Tax ID

Primary Contact Number

2. Secondary Information

Name of Trustee / Corporate Trustee / Authorized Officer (with authority to act on behalf of Plan) If Corporate Trustee, Name of Contact

Address Associated with Trustee / Authorized Officer ☐ Same as Plan Mailing Address

If Corporate Trustee, Tax ID

Primary Contact Number

3. Tertiary Information

Name of Trustee / Corporate Trustee / Authorized Officer (with authority to act on behalf of Plan) If Corporate Trustee, Name of Contact

Address Associated with Trustee / Authorized Officer ☐ Same as Plan Mailing Address

If Corporate Trustee, Tax ID

Primary Contact Number



Section III: Trustee / Authorized Officer Information - For Non-ERISA Plans Only

If necessary, use additional copies of this page for any additional trustees and/or Authorized Plan Officers.

Note: This information helps to meet the Customer Identification Program rules. Non-ERISA plans are not exempt from CIP requirements, unless the plan is a government entity and/or public school. If the plan is held in a group annuity and does not have a trustee, then leave the trustee section blank.

1. Trustee Information

Trustee / Corporate Trustee

If Corporate Trustee, Name of Contact

City of Leesburg, Florida

Bill Spinelli - Finance Director

Address Associated with Trustee (no P.O. boxes)

501 W. Meadow St

Mailing Address

PO Box 490630

Leesburg, FL 34748

Leesburg, FL 34749-0630

Primary Contact Number

352-728-9786 x1410

Business / Cell Phone

Date of Birth*

*Required only for individual trustee

Country of Citizenship/Establishment

Social Security Number/Tax ID

ID Number

Client ID verified?

☐ Yes☐ No

ID Type / Corp. ID Type *

ID Place of Issuance

ID Issuance Date

ID Expiration Date

* Articles of Inc., Business License, State
Certificate of Good Standing

2. Authorized Officer Information

Authorized Officer Name (with authority to act on behalf of Plan)

James Williams, Deputy Finance Director

Primary Contact Number

352-728-9786 x1411

Address Associated with Authorized Officer ☒ Same as Plan Mailing Address**3. Authorized Officer Information**

Authorized Officer Name (with authority to act on behalf of Plan)

Al Minner, City Manager

Primary Contact Number

Address Associated with Authorized Officer ☐ Same as Plan Mailing Address**Section IV: Services****1. Fiduciary Services Under ERISA - check all that apply:**

- ☒ Selection Services. IAR will make selections based on the criteria established by the Plan and communicated in writing by IAR, specific investments to be made available as investment options under the Plan as described in the RPCP Investment Manager Agreement. IAR will select investment replacements if an existing investment is determined by the IAR to no longer be suitable as an investment option.
- ☒ Assistance with Changes in Investment Options. IAR will make changes to investment options under the Plan. However, any related trades will be executed by the custodian or a party other than FiduciaryFirst or IAR.
- ☒ 404(c) Assistance. IAR will select investment options in connection with the "broad range" requirement of ERISA 404(c).
- ☒ Qualified Default Investment Alternative Assistance. IAR will select an investment fund product or model portfolio in connection with the definition of a "Qualified Default Investment Alternative" ("QDIA") under ERISA.
- ☒ Custom Model Portfolios. IAR will develop and maintain custom target-date or risk-based model portfolios based upon criteria stated in investment policy statement.

2. Non-Fiduciary Services Under ERISA - check all that apply:

- ☒ Investment Policy Statement. IAR will assist the Plan in the preparation or review of an investment policy statement ("IPS") for the Plan based upon consultation with Client to ascertain Plan's investment objectives and constraints.
- ☒ Service Provider Liaison. IAR shall assist the Plan by acting as a liaison between the Plan and service providers, product sponsors or vendors. In such cases, IAR shall act only in accordance with instructions from the Client on Plan administration matters and shall not exercise judgment or discretion on such matters.



Section IV: Services (continued)

- ☒ **Performance Reports.** IAR will prepare reports describing the performance of Plan investment manager(s) or investments, as the case may be, as well as comparing the performance thereof to benchmarks. The information used to generate the reports may be derived from information such as statements provided by Client, investment providers and/or third parties.
- ☒ **Education Services to Plan Committee.** IAR will provide training for the members of the Plan Committee with regard to their service on the Committee, including education and consulting with respect to fiduciary responsibilities.
- ☐ **Participant Education.** IAR will design an education plan and policy statement which may include information about the investment options under the Plan (e.g., investment objectives, risk/return characteristics, and historical performance), investment concepts (e.g., diversification, asset classes, and risk and return), and how to determine investment time horizons and assess risk tolerance. Such information shall not include specific investment advice about investment options under the Plan as being appropriate for a particular participant.
- ☒ **Participant Enrollment.** IAR will assist client in enrolling Plan participants in the Plan, including conducting an agreed upon number of enrollment meeting. As part of such meetings, IAR will provide participants with information about the Plan, which may include information on the benefits of Plan participation, the benefits of increasing Plan contributions, the impact of preretirement withdrawals on retirement income, the terms of the Plan and the operation of the plan.
- ☐ **Plan Search Support/Vendor Analysis.** IAR will assist with the preparation, distribution and evaluation of Request for Proposals, finalist interviews, and conversion support.
- ☒ **Benchmarking Services.** IAR will provide Client with comparisons of Plan data (e.g., regarding fees and services and participant enrollment and contributions) to data from the Plan's prior years and/or a benchmark group of similar plans.
- ☒ **Assistance Identifying Plan Fees.** IAR will assist client in identifying the fees and other costs borne by the Plan for, as specified by client, investment management, recordkeeping, participant education, participant communication and/or other services provided with respect to the Plan.

Section V: Fee Information**1. Compensation**

In consideration of the above agreed upon services rendered by RPCP IAR, fees shall be made payable to FiduciaryFirst under one of the following arrangements as indicated. If fees are to be calculated and deducted from Plan assets, and paid FiduciaryFirst by a Third Party Payor as indicated, such fees shall be calculated in the method and on the frequency as set out in the Third Party Payor's authorization form signed by the Plan Sponsor (and submitted along with this agreement). If fees are to be invoiced by FiduciaryFirst IAR as indicated below, and such fee is based on the value of Plan assets, FiduciaryFirst shall calculate the fee based on the value of Plan assets at the end of the relevant period.

- ☒ A. Annual flat fee of \$.20% but >\$20,000
- ☐ B. Fee for service. Based on percentage of Plan assets: _____ basis points (bps) per annum.
- ☐ C. Fee for service – tiered. Fee for service based on a percentage of Plan assets, per the tiered schedule below.
- | Value of Plan assets | Fee |
|----------------------|-----------|
| \$ 0 to \$ _____ | _____ bps |
| \$ _____ to \$ _____ | _____ bps |
| \$ _____ to \$ _____ | _____ bps |
| \$ _____ to \$ _____ | _____ bps |
| Over \$ _____ | _____ bps |
- ☐ D. Hourly Rate of \$ _____
Estimated number of hours annually _____
- ☐ E. One-time payment of \$ _____
for the above project-specific work
- ☐ Up front
- ☐ Upon Completion
- ☐ _____% up front and remainder upon completion

☐ First Year Transition Expense Fee of \$ _____. In addition to the fees above, Client will pay a fee ("Transition Expense Fee") for the first year after the Plan transitions to a new platform/product provider. The Transition Expense Fee is intended to cover the additional services (fund mapping, assistance with enrollment, additional education to committee members and participants, etc.) IAR will provide as a result of the transition.



Section VI: Invoice and Payment Procedures

1. All fees shall be made payable to **FiduciaryFirst**. Contact operations@fiduciaryfirst.com for current RPCP payment instructions.

Fees will be paid:

- ☐ A. Out of plan assets, by provider or other third party ("Third Party Payor") - Client will authorize Third Party Payor to pay the fees due to FiduciaryFirst and IAR pursuant to the terms of this agreement. Payments will be made:
- ☐ Out of an ERISA account or,
 - ☐ Deducted across participant accounts or,
 - ☐ As otherwise set out in the applicable Third Party Payor authorization form client will complete to authorize payment out of plan assets.

Attach copies of the Third Party Payor's Payment Authorization Form.

- ☒ B. Out of plan assets, by provider or other third party ("Third Party Payor") - FiduciaryFirst will invoice Third Party Payor to pay fees due to FiduciaryFirst and IAR pursuant to the terms of this agreement. This option is only available if provider does not support automated billing (option A above). Client is responsible for verifying advisory fees prior to payment of the fees to FiduciaryFirst. By default, billing frequency is quarterly and in arrears (unless specified differently here).

- ☐ C. Directly by the Plan Sponsor FiduciaryFirst will invoice the Plan Sponsor. Fees shall be due upon receipt of the invoice, and client is responsible for verifying advisory fees prior to payment of the fees to FiduciaryFirst. By default, billing frequency is quarterly and arrears (unless specified differently here).

Billing Contact Information (if applicable)

Contact Name

Don M. Faller, CFP, C(k)P

Company

FiduciaryFirst

Email

donfaller@fiduciaryfirst.com

Phone

407-740-6111

Address

1060 Maitland Center Commons, Suite 360, Maitland, FL 32751

Section VII: Trustee/Authorized Officer Acknowledgment and Execution

1. Agreement, Schedule A of Services and Fees agreed to on (date): May 26, 2015

This Schedule A is part of your Retirement Plan Consulting Program Investment Manager Agreement and is incorporated by reference in the Agreement. By signing below, Client agrees to the terms and conditions of the Retirement Plan Consulting Program Investment Manager Agreement. ~~The Agreement contains a predispute arbitration clause in Section 12.~~ Client acknowledges receiving reasonably in advance of the date hereof, and has taken time necessary to review and understand, the Agreement and the FiduciaryFirst Retirement Plan Consulting Program Disclosure Brochure, including information in such documents related to services and compensation.

_____ Trustee/Authorized Officer Signature	<u>Elise Dennison</u> _____ Trustee/Authorized Officer Name (print)	<u>Mayor</u> _____ Title	_____ Date (required)
_____ Trustee/Authorized Officer Signature	<u>J. Andi Purvis</u> _____ Trustee/Authorized Officer Name (print)	<u>City Clerk</u> _____ Title	_____ Date (required)
_____ Trustee/Authorized Officer Signature	_____ Trustee/Authorized Officer Name (print)	_____ Title	_____ Date (required)

Section VIII: RPCP IAR Acknowledgment**Branch Use Only**

I certify I am approved to act in an Investment Manager capacity with respect to the Plan's fund lineup. In addition, I certify that I am servicing the Plan solely through the RPCP Investment Manager Program, and FiduciaryFirst is not the broker/dealer of record on the Plan.

<u></u> RPCP Advisor Signature	<u>Don M. Faller</u> _____ RPCP Advisor Name (print)	<u>N1DD</u> _____ Rep ID	<u>5/15/2015</u> _____ Date (required)
--	--	--------------------------------	--

_____ RPCP Advisor Signature (if applicable)	_____ RPCP Advisor Name (print)	_____ Rep ID	_____ Date (required)
---	------------------------------------	-----------------	--------------------------





FIDUCIARYFIRST PRIVACY POLICY

Facts	What Does FiduciaryFirst Do With Your Personal Information?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect can include: <ul style="list-style-type: none">• Social Security number• Investment experience• Income• Account transactions		
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons FiduciaryFirst chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does FiduciaryFirst Share?	Can you limit this sharing?
For our everyday business purposes Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes To offer our products and services to you		No	No
For joint marketing with other financial companies		Yes	No
For our affiliates' everyday business purposes Information about your transactions and experiences		No	No
For our affiliates' everyday business purposes Information about your creditworthiness		No	No
For affiliates to market to you		No	No
For nonaffiliates to market to you		No	No
Who We Are			
Who is providing this notice?		FiduciaryFirst, LLC and its Affiliates	



What We Do	
How does FiduciaryFirst protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We train our employees in the proper handling of personal information. We require companies that help provide our services to you to protect the confidentiality of personal information they receive.</p>
How does FiduciaryFirst collect my Personal Information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Open an account • Enter into an investment advisory account • Apply for insurance • Tell us about your investment or retirement <p>We also collect your personal information from others such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. [See below for more on your rights under state law.]</p>
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include the following entities: We do not share information with our affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. FiduciaryFirst does not share with nonaffiliates so that they can
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include banks, credit unions,
Other Important Information	
<p>Information for Vermont and California Customers</p> <p>In response to a Vermont regulation, if we disclose personal information about you to nonaffiliated third parties with whom we have joint marketing agreements, we will only disclose your name, address, other contact information, and information about our transactions or experiences with you.</p> <p>In response to a California law, we automatically treat accounts with California billing addresses as if you do not want to disclose personal information about you to nonaffiliated third parties except as permitted by the applicable California law. We will also limit the sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.</p>	

Partnering with FiduciaryFirst

Who is FiduciaryFirst?

- Retirement plan specialists – expertise, strength and experience with government retirement plans
- Focused on employee's success, retirement readiness
- Industry leading resources – Robust fiduciary process

Experienced and Dedicated Team

Our team has enhanced several other 401(a) and 457(b) retirement plans throughout the State of Florida. Some of these enhancements include, reduction in recordkeeping costs and investment expenses; improve investment menu options for participants; establishment of formal retirement plan committee, Investment Policy Statement, and several fiduciary best practices. The following are other Government 401(a) and 457 Plan Partnerships we currently serve:

- City of Jacksonville
- City of Melbourne
- City of Palm Coast
- City of Venice
- City of North Miami Beach
- Village of Wellington
- Volusia County Court Clerks
- Florida Association of Court Clerks

First 30-60 days Action Plan:

- Establish Retirement Plan Committee and format
 - Audit all plan documents and plan operations to ensure proper and proactive documentation of fiduciary due diligence
- Provide well-written Investment Policy Statement
 - Establish operational best practices
- Negotiate current vendor's (ICMA) revenue for record keeping services
 - Reduce current administrative fee structure paid by employees (via wrap fees ranging from 50 bps to 70 bps) as well as investment expenses
 - We have successfully achieved this with many other similar plans and based on our relationship and experience with ICMA, we are confident we can deliver a cost efficient solution
- Streamline investment menu
 - Ensure best in class investment funds in each asset class in conjunction with the Investment Policy Statement (many funds sub-performing in their peer group category today)
 - Enhance menu by including non-proprietary investment options



AGENDA MEMORANDUM

Item No: 5A.
Meeting Date: May 26, 2015
From: Al Minner, City Manager
Subject: Leesburg Discrimination Policy

Staff Recommendation:

Staff recommends hearing attached ordinance and setting public hearing and second reading.

Analysis:

Pursuant to a request from the City Commission, the attached modification changes the City's Discrimination Policy to protect against sexual preference discrimination.

Submission Date and Time: 5/21/2015 8:44 AM

Department: _____ Prepared by: _____ Attachments: Yes____ No ____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No ____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
--	--	---

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CREATING ARTICLE II OF CHAPTER 15 OF THE CITY OF LEESBURG CODE OF ORDINANCES; PROHIBITING DISCRIMINATION AGAINST INDIVIDUALS DUE TO RACE, COLOR, RELIGION, NATIONAL ORIGIN, MARITAL STATUS, AGE, GENDER, SEXUAL ORIENTATOIN, GENDER IDENTITY, OR HANDICAP, IN PUBLIC ACCOMMODATIONS, FINANCIAL SERVICES, AND EMPLOYMENT; CREATING LIMITED EXCEPTIONS FOR CERTAIN RELIGIOUS ORGANIZATIONS; PROHIBITING RETALIATION AGAINST PERSONS WHO FILE COMPLAINTS; PROVIDING DEFINITIONS; PROVIDING FOR ENFORCEMENT; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

§§15-1 through 15-16, inclusive, of the City of Leesburg Code of Ordinances, are hereby consolidated into what shall henceforth be known as Article I of Chapter 15 of the Code, to be entitled "General Offenses."

SECTION II.

Article II of Chapter 15 of the Code is hereby created, to be known as "Antidiscrimination Provisions," to read as follows:

ARTICLE II. ANTIDISCRIMINATION PROHIBITIONS.

Sec. 15-20. - Unlawful Discriminatory Practices in Public Accommodations.

- (1) Prohibition. It shall be an unlawful discriminatory practice to discriminate or separate on the basis of race, color, religion, national origin, marital status, age, sex, sexual orientation, gender identity or handicap, any place of public accommodation in the City.
- (2) Establishments Covered. A place of public accommodation within the meaning of this Section shall include, but not be limited to, the following establishments which serve the public:
 - a. Any inn, hotel, motel or other establishment which provides lodging to transient guests, other than an establishment located within a building which

contains not more than two units for rent or hire and which is actually occupied by the owner of such establishment as the owner's residence.

- b. Any restaurant, cafeteria, lunchroom, lunch counter, soda fountain or other facility principally engaged in selling food for consumption on the premises, including but not limited to, any such facility located on the premises of any retail establishment, or any gasoline station.
- c. Any bar, lounge, nightclub or other facility principally engaged in selling alcoholic beverages for consumption on the premises, or any facility principally engaged in selling both food and alcoholic beverages for consumption on the premises.
- d. Any motion picture house, theater, concert hall, sports arena, stadium, convention hall or other place of exhibition or entertainment.
- e. Any library or educational facility supported in part or whole by public funds, public conveyance (to include taxis, limousines, and buses), barber and beauty shop, hospital, laundry, swimming pool, nursery, kindergarten or day care center.
- f. Any establishment which is physically located within the premises of any establishment otherwise covered by this Section.
- g. Any establishment within the premises of which is physically located any covered establishment, and which holds itself out as serving patrons of the covered establishment.

(3) Limitations and Exemptions.

- a. The provision of this Section shall not apply to a private club or other establishment not in fact open to the public, except to the extent that the facilities of such establishment are made available to the customers or patrons of such an establishment within the scope of subsection (2) above.
- b. Nothing in this Section shall prohibit a religious organization, association or society, or any non-profit institution or organization, operating, supervised or controlled by or in conjunction with a religious organization, association or society, from limiting facilities and accommodations which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons.
- c. Nothing in this Section shall prohibit the limiting of the use of kindergartens, nurseries, day care centers, theaters and motion picture houses to persons of a particular age group.

Sec. 15-21. - Unlawful Discriminatory Practices by Financial Institutions.

It shall be an unlawful discriminatory practice for any person, bank, trust company, private banker, savings bank, industrial bank, savings and loan association, credit union, investment company, mortgage company, insurance company or other financial institution or lender, doing business in the City and if incorporated, regardless of whether incorporated under the laws of the State of Florida, the United States or any other jurisdiction, to whom application is made for financial assistance for the purchase, acquisition, construction,

rehabilitation, repair or maintenance of any housing accommodation, or any officer, agent, or employee thereof:

- (1) To discriminate against any such applicant or applicants because of the race, religion, color, national origin, sex, sexual orientation, gender identity or marital status, of such applicant or applicants or of any member, stockholder, director, officer, or employee of such applicant or applicants, or of the prospective occupants or tenants of such housing accommodation, in the granting, withholding, extending or renewing, or in the fixing of the rates, terms or conditions of any such financial assistance.
- (2) To use any form of application for such financial assistance or to make any record or inquiry in connection with applications for such financial assistance which expresses, directly or indirectly, any limitation, specification or discrimination as to race, religion, color, national origin, sex, sexual orientation, gender identity or marital status.

Sec. 15-22. - Aiding and Abetting in Discriminatory Practices.

It shall be an unlawful discriminatory practice for any person to aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this Chapter, or to attempt to do so.

Sec. 15-23. - Retaliation.

It shall be an unlawful discriminatory practice for any person engaged in any activity to which this Chapter applies to retaliate or discriminate against any person because he has opposed any practices forbidden under this Chapter or because he has filed a complaint, testified or assisted in any proceeding under this Chapter.

Sec. 15-24. - Violation of Conciliation Agreement.

It shall be an unlawful discriminatory practice for any party to a conciliation agreement made pursuant to this Chapter to violate the terms of such agreement.

Sec. 15-25. - Religious Exception.

Nothing contained in this Chapter shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, which is operated, supervised or controlled by or in connection with a religious organization, from limiting employment or sales or rental of housing accommodations or admission to or giving preference to persons of the same religion or denomination or from making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained, as it may be permitted by State and Federal law, rules and regulations.

Sec. 15-26. - Unlawful Discriminatory Practices In Employment.

It shall be an unlawful discriminatory practice:

- (1) For an employer, because of the race, religion, color, national origin, sex, sexual orientation, gender identity, age, handicap or marital status of any individual, to refuse to hire or employ or to bar or to discharge from employment such individual

or to discriminate against such individual in compensation or in terms, conditions or privileges of employment. The addition of "sexual orientation" shall not be deemed to require the extension of any employee benefits to persons who are not married as that term is defined by Florida law.

- (2) For an employment agency to discriminate against any individual because of an individual's race, religion, color, national origin, sex, sexual orientation, gender identity, age, handicap or marital status in receiving, classifying, disposing or otherwise acting upon applications for its services or in referring an applicant or applicants to an employer or employers.
- (3) For a labor organization, because of the race, religion, color, national origin, sex, sexual orientation, gender identity, age, handicap or marital status of any individual, to exclude or to expel from its membership such individual or to discriminate in any way against any of its members or against any employer or any individual employed by any employer.
- (4) For any employer or employment agency to print or circulate or cause to be printed or circulated any statement, advertisement or publication, or to use any form of application for employment or to make any inquiry in connection with perspective employment, which expresses, directly or indirectly, any limitation, specifications or discrimination as to race, religion, color, national origin, sex, sexual orientation, gender identity, age, handicap or marital status or any intent to make any such limitation, specification or discrimination, unless based upon a bona fide occupational qualification.

Nothing contained in this section shall be construed to prohibit discrimination where said discrimination is based on a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise; nor shall anything in this section be construed to affect the retirement policy or system of any employer where such policy or system is not merely a subterfuge to evade the purposes of this section; nor shall anything in this section be deemed to preclude the varying of insurance coverages according to an employee's age. This bona fide occupational exemption shall be interpreted narrowly.

Sec. 15-27. – Definitions.

As used in §§15-20 through 15-27 of the Code of Ordinances, the terms listed below shall have the meanings shown:

- (1) "Age." The prohibition against age discrimination shall be limited to individuals who are at least forty (40) years of age.
- (2) The terms "because of sex" or "on the basis of sex" include, but are not limited to, because of or on the basis of pregnancy, childbirth, or related medical conditions; and women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment-related purposes, including receipt of benefits under fringe benefit programs, as other persons not so affected but similar in their ability or inability to work.
- (3) "Employee" means any individual employed by the employer except that neither the term "employee" nor this title includes any individual employed by his or her own parents, spouse or child, nor in the domestic service of any person.

- (4) "Employment agency" means any person regularly undertaking, with or without compensation, to procure employees for an employer or to procure for employees opportunities to work.
- (5) "Employer" means any person who has more than five (5) full-time employees working more than thirty (30) hours per week, or who has more than ten (10) employees irrespective of the number of hours per week, in each of thirteen (13) or more calendar weeks in the current or preceding calendar year, and any agent of such a person.
- (6) The term "family" includes the grandparents, parents, children, brothers, and sisters, whether by marriage or blood, and their spouses and children of either the property owner or spouse of the property owner.
- (7) "Gender Identity" includes actual or perceived sex, and shall also include a person's gender identity, self-image, appearance, expression or behavior, whether or not that gender identity, self-image, appearance, expression or behavior is different from that traditionally associated with the sex assigned to that person at birth.
- (8) "Handicapped persons" or "persons with a disability" mean persons who:
 - a. Have a physical or mental impairment which substantially limits one or more of such persons' major life activities;
 - b. Have a record of such impairment; or
 - c. Are regarded as having such an impairment. A handicapped person does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents such individual from performing the duties of employment, or whose employment, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- (9) "Labor organization" means any organization which exists and is constituted for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or of other mutual aid or protection in connection with employment.
- (10) The term "person" includes one or more individuals, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, or receivers.
- (11) The term "public accommodation, resort or amusement" shall be as defined in Section 15-20.
- (12) The term "religion" includes all aspects of religious observance and practice, as well as belief, unless an employer demonstrates that it is unable to reasonably accommodate to an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business.
- (13) The term "sexual orientation" means the condition of being heterosexual, homosexual or bisexual. This definition is not intended to permit any practice prohibited by federal, state or local law and it is not intended to require or create any special preferences in employment or contracting.
- (14) The term "unlawful discriminatory practice" includes only those practices specified in §§15-20 through 15-26 of the Code of Ordinances.

Sec. 15-28. Complaint Procedure.

Anyone aggrieved by a violation of this Article may file a complaint utilizing the procedure specified below, which shall be processed by the City as indicated:

- (1) A complaint must be filed with the City Manager or the person designated by the City Manager to receive such complaints, within no more than 90 days after the date of the alleged unlawful discriminatory practice.
- (2) The complaint must be in writing, signed by the complainant, verified or affirmed by the complainant, and shall contain the following information:
 1. The name, address and telephone number of the complainant.
 2. The identity and address of the alleged violator.
 3. The date, time, and place of the alleged unlawful discriminatory practice.
 4. A general statement of the facts of the offense, including the basis for the offense (e.g. race, color, religion, national origin, marital status, age, sex, sexual orientation, gender identity or handicap).
- (3) Within fifteen (15) days after the filing of the complaint, the City shall transmit a copy of the same to each alleged violator named therein by certified mail, return receipt requested. Thereupon, the alleged violators may file a written, verified answer to the complaint within twenty (20) days of the date of the receipt of the complaint.
- (4) Within thirty (30) days after the filing of the answer to the complaint, or if no answer is filed, after the date on which the answer was due, the City Manager or designee shall make such investigation as deemed appropriate to ascertain facts and issues. If the City Manager or designee determines there is not probable cause to believe the alleged discriminatory practice occurred, the City Manager or designee shall take no further action with respect to the alleged offense. If the investigation determines there are reasonable grounds to believe a violation has occurred, the City Manager or designee shall attempt to conciliate the matter by methods of initial conference and persuasion with all interested parties and such representatives as the parties may choose to assist them. Conciliation conferences shall be informal and nothing said or done in the course of the informal conference with the individuals to resolve the dispute may be public or used as evidence in a subsequent proceeding by either party without the written consent of both the complainant and the alleged violator(s).
- (5) If the parties desire to conciliate, the terms of the conciliation shall be reduced to writing and must be signed and verified by the complainant and alleged violator(s), and approved by the City Manager or designee. The conciliation agreement shall be for conciliation purposes only and shall not constitute an admission by any party that Article II, Chapter 15, has been violated.
- (6) If the parties are unable to resolve the complaint after the parties, in good faith, have attempted conciliation; the City Manager or designee shall notify both the complainant and the alleged violator(s) within thirty (30) days after determination the complaint cannot be resolved amicably, and shall issue written confirmation the initial investigation into the complaint did find probable cause to believe the violation occurred, which shall be furnished to both the complainant and the alleged

violator(s). Thereafter the complainant may pursue any remedy provided by State or Federal law.

- (7) The procedure prescribed by this Article does not constitute an administrative prerequisite to another action or remedy available under other provisions of State or Federal law. Nothing in this article shall be deemed to modify, impair or otherwise affect any right or remedy conferred by the Constitution or laws of the United States or the State of Florida, and the provisions of this Article shall be supplemental to any remedies provided by such other laws.

SECTION III.

If any section, subsection, sentence, clause or phrase of this Article is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City Commission hereby declares that it would have passed this Article and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared illegal, invalid or unconstitutional, unless severance of the invalidated portion would destroy the overall intent and effectiveness of this Article.

SECTION IV.

All existing ordinances in conflict with this Article are hereby repealed.

SECTION V.

This Ordinance shall take effect immediately upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2015.

THE CITY OF LEESBURG, FLORIDA

BY: _____
ELISE DENNISON, Mayor

Attest: _____
ANDI PURVIS, City Clerk



AGENDA MEMORANDUM

Item No: 5B.
Meeting Date: May 26, 2015
From: Al Minner, City Manager
Subject: Fair Housing Policy Modification

Staff Recommendation:

Approve attached ordinance on first reading and set public hearing and second reading.

Analysis:

Pursuant to a request by the City Commission, the attached ordinance modifies the City's Fair Housing Policy to include a statement against discrimination based on sexual preference.

Submission Date and Time: 5/21/2015 8:44 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised:___Not Required___ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
---	--	---

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING §§7-232, 7-233, AND 7-234 OF THE CODE OF ORDINANCES, PERTAINING TO FAIR HOUSING, TO ADD SEXUAL ORIENTATION AND GENDER IDENTITY TO THE CATEGORIES PROTECTED FROM DISCRIMINATION; ADDING DEFINITIONS OF THOSE TERMS TO THE ORDINANCE; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

§7-232 of the Code of Ordinances of the City of Leesburg, Florida, is hereby amended as shown below (deletions are ~~stricken through~~ and additions are underlined):

Sec. 7-232. - Declaration of policy.

It is the policy of the City of Leesburg, in keeping with the laws of the United States of America and the spirit of the Constitution of the State of Florida, to promote through fair, orderly and lawful procedure the opportunity for each person so desiring to obtain housing of such person's choice of this city, without regard to race, color, ancestry, national origin, religion, sex, marital status, sexual orientation, gender identity, familial status, handicap or age, and, to that end, to prohibit discrimination in housing by any person.

SECTION II.

§7-233 of the Code of Ordinances of the City of Leesburg, Florida, is hereby amended as shown below (deletions are ~~stricken through~~ and additions are underlined):

Sec. 7-233. - Definitions.

The terms as used herein shall be defined as follows:

Administrator: That person appointed by the city manager pursuant to section 7-236 hereof.

Age: Unless the context clearly indicates otherwise, the word "age" as used herein shall refer exclusively to persons who are eighteen (18) years of age or older.

Discriminatory housing practices: An act that is unlawful under section 7-234 hereof.

Family: One (1) or more persons living together as a single housekeeping unit in a dwelling.

Gender identity includes actual or perceived gender, and shall also include a person's gender identity, self-image, appearance, expression or behavior, whether or not that gender identity, self-image, appearance, expression or behavior is different from that traditionally associated with the sex assigned to that person at birth.

Housing or housing accommodation: Any building, structure, or portion thereof, mobile home or trailer, or other facility which is occupied as, or designed or intended for occupancy as, a residence by one (1) or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof, mobile home or trailer or other facility.

Lending institution: Any bank, insurance company, savings and loan association or any other person or organization regularly engaged in the business of lending money, guaranteeing loans, or sources of credit information, including, but not limited to credit bureaus.

Owner: Any person, including, but not limited to a lessee, sublessee, assignee, manager, or agent, and also including the City of Leesburg, and its departments or other sub-units, having the right of ownership or possession or the authority to sell or lease any housing accommodation.

Person: One (1) or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mortgage companies, joint stock companies, trusts, unincorporated organizations, or public corporations, including, but not limited to the City of Leesburg or any department or sub-unit thereof.

Real estate agent: Any real estate broker, any real estate salesman, or any other person, employee, agent, or otherwise, engaged in the management of any real property.

Real estate broker or salesman: A person, whether licensed or not, who, for or with the expectation of receiving a consideration, lists, sells, purchases, exchanges, rents, or leases real property, or who negotiates or attempts to negotiate any of these activities, or who holds himself or herself out as engaged in these activities, or who negotiates or attempts to negotiate a loan secured or to be secured by mortgage or other encumbrance upon real property, or who is engaged in the business of listing real property in a publication; or a person employed by or acting on behalf of any of these.

Real estate transaction: Includes the sale, purchase, exchange, rental, or leases of real property, and any contract pertaining thereto.

Rent: Includes leases, subleases, assignment and/or rental, including any contract to do any of the foregoing, or otherwise granting for a consideration the right to occupy premises that are not owned by the occupant.

Respondent: Any person against whom a complaint is filed pursuant to this article.

Sale: Includes any contract to sell, exchange or to convey, transfer or assign legal or equitable title to, or a beneficial interest in, real property.

Sexual orientation means the condition of being heterosexual, homosexual or bisexual. This definition is not intended to permit any practice prohibited by federal, state or local law and it is not intended to require or create any special preferences in employment or contracting.

SECTION III.

§7-234 of the Code of Ordinances of the City of Leesburg, Florida, is hereby amended as shown below (deletions are ~~stricken through~~ and additions are underlined):

Sec. 7-234. - Unlawful housing practices.

- (1) Sale or rental and advertising in connection therewith. Except as provided in section 7-235 hereof, it shall be unlawful and a discriminatory housing practice for an owner, or any other person engaging in a real estate transaction, or for a real estate broker, as defined in this article, because of race, color, ancestry, national origin, religion, sex, gender identity, sexual orientation, marital status, familial status, handicap or age:
 - (a) To refuse to engage in a real estate transaction with a person or to otherwise make unavailable or deny housing to any person.
 - (b) To discriminate against a person in the terms, conditions, or privileges of a real estate transaction or in the furnishing of facilities or services in connection therewith.
 - (c) To refuse to receive or to fail to transmit a bona fide offer to engage in a real estate transaction from a person.
 - (d) To refuse to negotiate for a real estate transaction with a person.
 - (e) To represent to a person that housing is not available for inspection, sale, rental, or lease when, in fact, it is so available, or to fail to bring a property listing to such person's attention, or to refuse to permit him or her to inspect the housing.
 - (f) To steer any person away from or to any housing.
 - (g) To make, print, publish, circulate, post or mail, or cause to be made, printed, published or circulated, any notice, statement, advertisement, or sign, or to use a form of application or photograph for a real estate transaction, or, except in connection with a written affirmative action plan, to make a record of oral or written inquiry in connection with a prospective real estate transaction, which indicates directly or indirectly an intent to make a limitation, specification, or discrimination with respect thereto.
 - (h) To offer, solicit, accept, use or retain a listing of housing with the understanding that a person may be discriminated against in a real estate transaction or in the furnishing of facilities or services in connection therewith.
 - (i) To induce or attempt to induce any person to transfer an interest in any housing by representations regarding the existing or potential proximity of housing owned, used or occupied by any person protected by the terms of this article.

- (j) To make any misrepresentations concerning the listing for sale or rental, or the anticipated listing for sale or rental, of the sale or rental or any housing in any area in the City of Leesburg for the purpose of inducing or attempting to induce any such listing or any of the above transactions.
- (k) To retaliate or discriminate in any manner against any person because of such person opposing a practice declared unlawful by this ordinance, or because he or she has filed a complaint, testified, assisted, or participated in any manner in any investigation, proceeding or conference under this article.
- (l) To aid, abet, incite, compel or coerce any person to engage in any of the practices prohibited by the provisions of this ordinance, or to obstruct or prevent any person from complying with the provisions of this ordinance, or any conciliation agreement entered into thereunder.
- (m) By canvassing to compel any unlawful practices prohibited by the provisions of this article.
- (n) Otherwise to deny to, or withhold, any housing accommodations from a person.
- (o) To promote, induce, influence or attempt to promote, induce or influence by the use of postal cards, letters, circulars, telephone, visitation or any other means, directly or indirectly, a property owner, occupant, or tenant to list for sale, sell, remove from, lease, assign, transfer, or otherwise dispose of any housing by referring as a part of a process or pattern of indicating neighborhood unrest, community tension, or fear of racial, color, religious, nationality or ethnic change in any street, block, neighborhood, or any other area, to the race, color, religion, gender identity, sexual orientation, neighbors, tenants, or other prospective buyers of any housing.
- (p) To place a sign or display any other device either purporting to offer for sale, lease, assignment, transfer or other disposition or tending to lead to the belief that a bona fide offer is being made to sell, lease, assign, transfer or otherwise dispose of any housing that is not in fact available or offered for sale, lease, assignment, transfer or other disposition.
- (2) Financing. It shall be unlawful and a discriminatory housing practice for any lending institution to deny a loan or other financial assistance to a person applying therefor for the purposes of purchasing, constructing, improving, repairing, or maintaining housing, or to discriminate against such person in the fixing of the amount, interest rate, duration, or other terms or conditions of such loan or other financial assistance, because of the race, color, ancestry, national origin, religion, sex, gender identity, sexual orientation, marital status, familial status, handicap or age of such person or of any person associated with such person in connection with such loan or other assistance, or of the present or prospective owners, lessees, tenants, or occupants of the housing in relation to which such loan or other financial assistance is to be made or given; provided that nothing contained in this subsection shall impair the scope or effectiveness of the exceptions contained in section 7-235
- (3) Brokerage services. It shall be unlawful and a discriminatory housing practice to deny any person access to or membership or participation in any multiple

listing service, real estate brokers organization or other service, organization, or facility related to the business of selling, or renting housing, or to discriminate against such person in the terms or conditions of such access, membership or participation because of race, color, ancestry, national origin, religion, sex, gender identity, sexual orientation, marital status, familial status or age.

SECTION IV.

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION V.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION VI.

This Ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2015.

THE CITY OF LEESBURG, FLORIDA

BY: _____
ELISE DENNISON, Mayor

Attest: _____
ANDI PURVIS, City Clerk



AGENDA MEMORANDUM

Item No: 5C.

Meeting Date: May 26, 2015

From: Dan Miller, Planning & Zoning Manager

Subject: Resolution amending the PUD (Planned Unit Development) zoning on approximately 75 acres of City owned property on CR 470 (Coreslab)

Staff Recommendation:

Planning and Zoning Staff recommends approval of the request to amend the zoning and master development plan for the subject property for Coreslab Structures Orlando Incorporated, located on CR 470.

Analysis:

The property consists of approximately 75 acres on the south side of CR 470, as shown on the attached map. It is currently zoned PUD (Planned Unit Development) as a part of the Leesburg Industrial Park. As zoned under the attached Planned Unit Development Agreement Conditions, this use is compatible with adjacent properties zoned PUD (Planned Unit Development) to the north, south, and west and with property zoned agricultural and residential to the east.

The City of Leesburg has contracted with Coreslab Structures Orlando Incorporated, to sell the property for use as a new facility for the company. This agreement was approved by City Commission under Resolution 9544 on February 9, 2015. Coreslab manufactures hollow core concrete panels that are used in numerous applications such as hospitals, parking garages, stadiums and office buildings. The company's current Orlando location is landlocked with no room for future expansion. Coreslab plans to construct a new facility, which will house the concrete panel manufacturing process from start to finish in an enclosed building. Outdoor uses will be for storage of raw and finished products.

For the purpose of encouraging economic activity and fast-tracking the development process, City Commission approved Ordinance 13-35. This ordinance allows property owned by the City of Leesburg and currently zoned PUD (Planned Unit Development) to have the zoning and site plan amended under a Resolution of the City Commission. This resolution is the first consideration of a project being rezoned under this authority.

Options:

1. Approve the resolution, thereby speeding the development process and job creation within the City of Leesburg, or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The fiscal impact will include jobs filled during the construction of the facility, and approximately fifty (50) jobs brought to Leesburg upon completion and opening the business, thereby creating a new positive economic impact for the area.

Submission Date and Time: 5/21/2015 8:44 AM

Department: <u>Community Development</u> Prepared by: <u>D. Miller, P&Z Mgr</u> Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
--	---	--

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE EXISTING PUD (PLANNED UNIT DEVELOPMENT) ZONING AND DEVELOPMENT PLAN ON APPROXIMATELY 75 ACRES OF LAND CURRENTLY OWNED BY THE CITY OF LEESBURG, AND GENERALLY LOCATED ON THE SOUTH SIDE OF CR 470 AND WEST OF THE INTERSECTION OF CR 33 AND CR 48; AND PROVIDING AN EFFECTIVE DATE. (CORESLAB)

WHEREAS: The City Commission of the City of Leesburg has set forth the goal of promoting, attracting and encouraging economic development opportunities for the citizens of Leesburg; and

WHEREAS: Communities with site ready properties, that have developable land with appropriate zoning in place and available for sale do hold a significant competitive advantage for consideration by prospective companies; and

WHEREAS: In 2013, the City Commission directed Staff to develop a strategy to promote economic development in the CR 470 corridor, with the specific intent to eliminate obstacles for the development of City owned properties, thereby allowing faster development scheduling and lowered economic risks; and

WHEREAS: Under Ordinance 13-35 the City Commission did approve an amendment to Section 25-279 Changes in approved master development plans to allow the master plan for City owned properties in a planned zoning district to be amended by resolution; and

WHEREAS: The City of Leesburg has come to agreement with Coreslab Structures Orlando Incorporated, to sell 75 acres of land along the CR470 corridor for the purpose of economic development; and

WHEREAS: As a result of this project, Coreslab Structures Orlando Incorporated will to bring approximately fifty (50) permanent jobs to the site, which is expected to attract peripheral economic development to support these jobs; and

WHEREAS: The City Commission does find that development of said property is consistent with the City's above stated goal of promoting, attracting and encouraging economic development opportunities in the City of Leesburg::

**NOW THEREFORE, BE IT RESOLVED BY THE CITY
COMMISSION OF THE CITY OF LEESBURG, FLORIDA:**

THAT the zoning and master development plan for the parcel of land noted herein, generally located on the south side of CR 470 and west of the intersection of CR 33 and CR 48, consisting of approximately 75 acres, is hereby amended under the conditions shown in the attached "PLANNED UNIT DEVELOPMENT CONDITIONS" dated May 26, 2015, and including all exhibits attached therein.

THIS RESOLUTION shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida at the regular meeting held May 26, 2015.

THE CITY OF LEESBURG, FLORIDA

Elise A. Dennison, Mayor

ATTEST:

J. Andi Purvis, City Clerk



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

APPLICANT: Coreslab Structures (Orlando) Incorporated
REQUEST: PUD (Planned Unit Development) Zoning
PROJECT: Coreslab Structures, C.R.470 Industrial Park
MEETING DATE: May 26, 2015

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed zoning district of PUD (Planned Unit Development) with the conditions stated therein is compatible with adjacent properties zoned County A (Agriculture) and City PUD (Planned Unit Development) to the north, City PUD (Planned Unit Development) to the south and west, and with properties zoned City PUD (Planned Unit Development, County R-7 (Mixed Residential District) and County A (Agriculture) to the east, and does not appear to be detrimental to existing residential uses to the east due to the buffer required herein.
2. The proposed zoning district of PUD (Planned Unit Development) is compatible with the existing City future land use designation of Industrial and Technology Commerce Park.
3. The proposed rezoning as conditioned is compatible with the intensity of both the current uses proposed and uses adjacent to the subject property.
4. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

SUBJECT to the following comments:

1. Staff recommends approval of the proposed rezoning subject to the PUD (Planned Unit Development) conditions and attached Exhibits.



PLANNED DEVELOPMENTS ZONING APPLICATION

Please type or print legibly (use blue or black ink). All blanks must be complete. Use N/A where not applicable.

Date: April 21, 2015

1. Project Name: Coreslab Structures (Orlando) Inc.
2. Property Address: CR 470 – Lot 31
3. Property Owner's Name: City of Leesburg
(If corporation, proof of registered agent required)

Mailing Address: 501 W. Meadow Street, Leesburg, FL 34748

Telephone: (352) 728-9786 Fax: _____ E-Mail: _____

4. Petitioner's Name: Coreslab Structures (Orlando) Inc. *

Mailing Address: 11041 Rocket Blvd., Orlando, FL 32824

Telephone: (407) 855-3190 Fax: (407) 855-6870 E-Mail: mquinlan@coreslab.com

5. Agent's Name: _____

Mailing Address: _____

Telephone: _____ Fax: _____ E-Mail: _____

6. The property is generally located near the following streets:

CR 470 and Bay Avenue

7. The size of the property is: _____ +/- square feet; 75 +/- acres

8. The existing zoning of the property is: PUD

9. The proposed zoning of the property is: PUD / Heavy Industrial

10. The current use of property: Abandoned spray field, wastewater reuse

A Pre-submittal Conference with a Planning and Zoning Division Planner is required?

Planner's Name: _____

Date of meeting: _____

*** Please copy Project Engineer, Scott M. Glaubitz, P.E., P.L.S., President of BSE Consultants, Inc. on any correspondence associated with this project. Address: 312 S Harbor City Blvd., #4, Melbourne, FL 32901; E-mail: sglaubitz@bseconsult.com**

11. The proposed use of the property is: ☐ Residential ☐ Commercial ☒ Industrial ☐ Mixed Uses
Manufacture, storage, shipping of precast and prestressed concrete products.
12. The number of existing structures on the property and their present use is:
None
13. The property is currently served by:
☒ Central water and sewer
☐ Well & septic
14. The reason or basis for this request is:
A) Heights variance up to 85' for batch plant towers.
B) Impervious surface variance to 85%.
15. Has any previous application been filed within the last year concerning this property? ☐ Yes ☒ No
If yes, briefly describe the nature of the request:

16. The proposed type of Planned Development, indicate type(s): Check all that apply. ☒ PUD ☐ SPUD
☒ Amendment ☐ Minor Change ☐ Minor Modification ☐ Major Modification
☐ PDO ☐ CDO
Refer to requirements of the Master Development Plan, which must be prepared and submitted with this petition.
17. Provide the exact legal description of the property to be rezoned. (Copy of Warranty Deed showing ownership or contract for purchase of property must be submitted with application).
Alternate Key #: _____
Section 16, Township 20, Range 24

CHECKLIST FOR PLANNED DEVELOPMENTS APPLICATION

The following information is required to be submitted when applying for a PLANNED DEVELOPMENTS:

A Planned Unit Development shall include no less than five (5) acres of contiguous land.

1. N/A Filing fee (see Fee Schedule)
2. X Pre-application conference with Planning & Zoning Division.
3. X General application form (pg. 1 & 2)
4. N/A Authorization for property owner/agent representation/registered agent (pg. 3).
5. X Copy of recorded Warranty Deed or latest Tax Receipt showing who the current fee simple titleholders (property owners) are.
6. X Map showing general location of the site.
7. X A legal description of the specific property; and a copy of the site plan (as requested below) in PDF or word format.
8. X Master Development Plan, drawn to an appropriate scale, on a maximum size 11" x 17" reproducible sheet and a 24" x 36" blue-print, showing the following information:
 - Project name, street location, and number.
 - Size and shape of lot.
 - North arrow, date, and scale.
 - Name, address, telephone number of the property owner and petitioner.
 - General location and dimensions of all existing and proposed structures, their intended use, and setback distances from all property lines and roadways.
 - Size, location, and variety of trees to be removed and to be saved.
 - Existing and proposed means of vehicle access to the property.
 - Location of off-street parking and loading areas, showing the number of spaces and the dimensions of access aisles and driveways.
 - Identify future expansion, if planned.
 - A minimum of thirty (30) percent of a planned unit development site area shall be developed as common open space, including retention areas, walkways, plazas, arcades, buffer and landscaped area, pools, & fountains. Parking areas and vehicle access facilities shall not be considered in calculating common open space.

PLEASE CONSULT SECTION 25-278 "PLANNED DEVELOPMENT PROCESS", LEESBURG LAND DEVELOPMENT CODE FOR ADDITIONAL INFORMATION AND STANDARDS FOR REVIEWING PLANNED UNIT DEVELOPMENTS. (COPY ATTACHED)

**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

APPLICANT: Coreslab Structures (Orlando) Incorporated
REQUEST: PUD (Planned Unit Development) Zoning
PROJECT: Coreslab Structures, C.R.470 Industrial Park
MEETING DATE: May 26, 2015

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed zoning district of PUD (Planned Unit Development) with the conditions stated therein is compatible with adjacent properties zoned County A (Agriculture) and City PUD (Planned Unit Development) to the north, City PUD (Planned Unit Development) to the south and west, and with properties zoned City PUD (Planned Unit Development, County R-7 (Mixed Residential District) and County A (Agriculture) to the east, and does not appear to be detrimental to existing residential uses to the east due to the buffer required herein.
2. The proposed zoning district of PUD (Planned Unit Development) is compatible with the existing City future land use designation of Industrial and Technology Commerce Park.
3. The proposed rezoning as conditioned is compatible with the intensity of both the current uses proposed and uses adjacent to the subject property.
4. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

SUBJECT to the following comments:

1. Staff recommends approval of the proposed rezoning subject to the PUD (Planned Unit Development) conditions and attached Exhibits.

**CORESLAB STRUCTURES (ORLANDO) INC.
AMENDMENT TO PUD (PLANNED UNIT DEVELOPMENT)
DEVELOPMENT CONDITIONS**

May 26, 2015

These Planned Unit Development Conditions for a PUD (Planned Unit Development) zoning district are granted by the City of Leesburg Planning Commission, Lake County, Florida to Coreslab Structures (Orlando) Incorporated, "Permittee" for the purposes, terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" and Chapter 25 "Zoning", Section 25-279 "Changes in master development plans" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting an amendment to the PUD (Planned Unit Development Conditions) as promulgated in Ordinance 13-34 for the purpose of planning and constructing office and industrial uses, as amended by these conditions, for approximately seventy-five (75) acres within the City of Leesburg in accordance with their Planned Unit Development application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. PERMISSION

- A. Permission is hereby granted by the City of Leesburg to Coreslab Structures (Orlando) Incorporated, to build, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, subject to all appropriate federal, state and local permitting codes, standards and requirements. The property is more particularly described as shown in the attached legal description below.

2. LEGAL DESCRIPTION:

- A. The property is more particularly described under "Exhibit A-1" Legal Description.

3. PERMITTED AND EXCLUDED USES

- A. The above described property shall be used for PUD (Planned Unit Development) uses as limited by this document, pursuant to City of Leesburg development codes

and standards.

- B. All uses shall occupy the approximately 75 acres shown on the Conceptual Master Plan as "Exhibit A-2."

C. Permitted Uses –

The following uses are considered permitted uses on the subject property:

- i. Industrial Uses (conducted within an entirely enclosed building).
- ii. General office uses.
- iii. Uses not noted under this paragraph may be allowed subject to written determination by the Planning and Zoning Manager. The uses must be considered office or industrial in character or intensity, and may not adversely impact or otherwise be incompatible with the adjoining properties due to noise, dust, vibration, odor, etc.

D. Excluded Uses

The following uses shall not be permitted on the subject property:

- i. Waste related uses
- ii. Truck stops
- iii. Firing range
- iv. Funeral Home/Mortuary/Crematory uses
- v. Any use which is not considered office or industrial in character or intensity, or which may adversely impact or otherwise be incompatible with the adjoining properties due to noise, dust, vibration, odor, etc.

E. Accessory Uses

Accessory uses shall be permitted as follows:

- i. Outdoor storage with appropriate buffering as determined by staff.
- ii. Vehicle parking/storage.
- iii. Outdoor seating, cabanas and other structures used as waiting areas.
- iv. Retail sales as accessory to the permitted use.
- v. Restaurants/cafeteria as an accessory to the permitted use.
- vi. Day care as an accessory to the permitted uses.
- vii. Temporary modular construction office for use during construction

4. **DEVELOPMENT STANDARDS**

A. Minimum Lot Development Standards

- i. Minimum lot development standards shall be those of the M-1 (Industrial) zoning district, except as amended by these conditions.
- ii. Final lot sizes and setbacks may be adjusted by staff during the site plan review process to meet the intent of this PUD (Planned Unit Development) zoning.

B. Impervious Surface Coverage and Open Space

- i. Impervious surface coverage shall not exceed 80 percent of the total property, and open space shall not be less than 20 percent of the total property area.
- ii. Total impervious surface coverage may be revised through an approved site plan or revision to an approved site plan, but in no case shall exceed 85 percent of the total property area.

C. Maximum Building Height

- i. Maximum height of buildings shall not exceed forty-five (45) feet.
- ii. Height of the mixing tower for the plant shall not exceed eighty-five (85 feet), and shall be placed no closer than 200 feet from the nearest residentially zoned property.

D. Easements

- i. As part of the development process, easements shall be provided to the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, as needed for installation and maintenance of utility service.

5. SITE ACCESS AND CIRCULATION

A. Access

- i. Access to the site shall be through a maximum of two access points from C.R. 470. Site access will be reviewed by staff during the site plan review process.
- ii. Access points, walkways and roads shall be constructed within the interior of the development so that safe vehicular and pedestrian access and mobility is available among all structures on the property.

B. Circulation

- i. All roads within the development shall be designed and constructed by the developer to meet City of Leesburg requirements.

6. PARKING

A. Industrial Parking Requirements

- i. Automobile parking for office uses on industrial property generally constitutes a small portion of the use of land on the property, and is sited near or adjacent to the primary office structure. Employee and storage parking can be sited under less restrictive requirements. Parking requirements for the primary office space building(s) shall be meet current City of Leesburg parking codes, while parking for other buildings shall be as noted below.

B. Outparcel, leased buildings, shift employee and other parking requirements

- i. Parking for structures and uses other than the primary office building(s) shall be provided as off-street spaces pursuant to a site plan approved by the City of Leesburg.

C. Handicapped parking requirements

- i. Handicap parking requirements for number, size and design shall be met through providing the required number based on the City of Leesburg Code of Ordinances, as amended. Handicap parking standards of the Americans with Disabilities Act shall apply.

7. DEVELOPMENT PHASING

A. Phasing of Development

- i. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conceptual Plan (Exhibit A-2) or an approved site plan as applicable. Changes to the Conceptual Development Plan or an approved site plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

B. Implementation of Development

- i. Implementation of the project shall substantially commence within 36 months of approval of this Planned Unit Development. In the event, the conditions of

the PUD have not been implemented during the required time period, the PUD shall be scheduled with due notice for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification.

C. Satisfaction of Implementation

Satisfaction of the implementation of development shall be attained at such point as the developer has performed one of the following:

- a. Received an approved site plan for new construction;
- b. Pulled a building permit and diligently pursued completion of a new structure as shown on the conceptual site plan.

8. WETLANDS PROTECTION

The property's sensitive ecological systems and wildlife habitats shall be protected through the following requirements.

A. Existing Wetlands

- i. All wetlands on the project site shall be identified and the location and extent of each wetland shall be determined by St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the preliminary plan application.

B. Wetland Buffers

- i. Buildings or structures have a 25' minimum/50' average wetland buffers on-site Environmental Resource Permit (ERP) permit from SJRWMD from any wetland jurisdiction boundary.
- ii. Wetlands shall have a minimum upland buffer as established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

C. Alterations

- i. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

D. Easements

- i. To the extent practical, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, St. Johns River Water Management District or another legal entity such as a property association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to St. Johns River Water Management District or another legal entity such as a property-owners association for ownership and maintenance.

9. STORMWATER MANAGEMENT / FLOOD ZONES / UTILITIES

A. Stormwater Management

- a. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- a. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 - b. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- B. Flood Zone Management
 - i. Prior to permitting, the Permittee shall provide:
 - a. The 100-year flood plain shown on all plans and lots.
 - b. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and /or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
 - c. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
- C. Utility Planning
 - i. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- D. Financial Responsibility
 - i. The developer shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property, which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

10. ENVIRONMENTAL ASSESSMENT

- A. Wildlife/archaeological assessment required
 - i. A wildlife/archaeological management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The management plan shall be submitted to the City as part of the site plan application.

11. MAINTENANCE AND OPERATIONAL REQUIREMENTS

- A. Responsibility to maintain
 - i. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage and all other structures shall be the responsibility of the owner.
- B. Responsibility of Operation
 - i. The applicant shall be subject to Section 12-19 Regulation of Public Nuisances of the City of Leesburg Code of Ordinances.
 - ii. A noise/vibration/dust and/or traffic study by the applicant may be required to ensure compliance with this section if reoccurring formal written complaints from multiple complainants related to traffic, noise/vibration/dust are received by the City. The applicant shall have the right to a hearing on the requirement for the referenced study before Planning Commission if they believe the complaints are not valid.
 - iii. No activity, including but not limited to loading and unloading, truck traffic, storage, forklifts etc. shall occur in any required buffer area.

12. ARCHITECTURE/DESIGN REQUIREMENTS

- A. Architectural Theme
 - i. Each building shall have a common architectural theme for each phase and the side of buildings which face streets (public or private) shall be finished in the same materials as used in the front of buildings.
- B. Exterior construction
 - i. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The design of the main office building shall substantially comply with the Recommended Design Guideline Requirements attached hereto as Exhibit B.
- C. Equipment Screening
 - i. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from the public right-of-way and the adjacent residential property.
- D. Design Variations
 - i. Design variations meeting the intent of this section may be approved at the discretion of the Planning and Zoning Manager.

13. MISCELLANEOUS CONDITIONS

- A. Uses
 - i. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized by the Planning Commission in accordance with the Planned Unit Development amendment process.
- B. Approvals
 - i. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Compliance
 - i. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. Transfer of Ownership
 - i. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Code of Ordinances, as amended.
- E. Benefit
 - i. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land. The terms, conditions, and provisions hereof shall be binding upon the present owner and any successor, who shall be subject to each and every condition herein set out.
- F. Violations
 - i. Any violation of City, State or Federal laws or permit requirements concerning the development of this project will constitute a violation of this permit and will result in all activities on the project site being halted until the violation is satisfactorily resolved and may result in a hearing before the Planning Commission to determine whether a change in the conditions of this PUD are

necessary.

14. LEVELS OF SERVICE AND CAPACITY

- i. Levels of Service
 - a. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.
- B. Utilities
 - i. Projected Capacities
 - a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
 - b. If the development requires construction of new distribution mains should existing facilities in the service area not be adequate, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.
 - ii. Commitment of Capacity
 - a. There are no previous commitments of any existing or planned excess capacity.
 - iii. Ability to Provide Services
 - a. The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

16. TRANSPORTATION

- A. General

All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by Lake County, the MPO and the City of Leesburg, as required.
- B. Traffic/Transportation Study

A traffic/transportation study shall be submitted prior to development approval for review and determination of any necessary access improvements, including any off-site improvements required by Lake County, the MPO or the City of Leesburg. The study maybe submitted for each phase as the project is developed. Said improvements will be the responsibility of the Permittee.
- C. Roadway Improvements

The applicant shall provide all necessary roadway and intersection improvements within the development and its connection to County Road 470 and any possible emergency access, based on a current traffic analysis, as required by County or City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the MPO, Lake County and FDOT shall include any needed right of way, signalization and improvements required to support the development.

D. Internal Circulation

Drives shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development, where feasible. Sidewalks shall be constructed as required by the City of Leesburg Code of Ordinances for the development.

17. **LANDSCAPING/BUFFERING**

A. Buffer Area Landscaping – General

- i. Plans and site design for the installation of landscape buffers shall be submitted and approved during the site plan review process and prior to issuance of building permits for the development. All landscaping shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, or as required by these PUD conditions.

B. Boundary Buffers

- i. A minimum one hundred and fifty (150) foot landscape buffer shall be required along the eastern boundary of the property adjacent to the residential district and a minimum twenty-five (25) foot buffer shall be provided along C.R. 470. Said buffer may include a landscape berm as shown in Exhibit C or, fence or wall with planting as provided below. However, existing natural buffer areas that meet the intent of the code because of existing tree cover and increased buffer width may be considered as meeting the referenced requirements if approved by the Community Development Director

C. Landscape Buffer Requirements

- i. For each one hundred (100) linear feet, or fraction thereof, of required landscaping, the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances, as amended.
 - a. Two (2) canopy trees
 - b. Two(2) ornamental trees
 - c. Thirty (30) shrubs
 - d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
 - e. Existing vegetation in the required buffer shall be protected during construction.
 - f. Existing vegetation which is to remain within the required buffer shall be protected during construction

D. Building Landscaping

- i. All new building construction shall comply with Section 25-329 Landscape Buffer Requirements, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around the building perimeter. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public.

E. Parking Lot Landscaping

- i. All parking aisles shall have landscape islands located at the end of each aisle.
- ii. Each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.

F. Entryway and Access Road Landscaping

- i. The main access road entering the property from CR470 shall be landscaped based on the final landscape plan as approved by staff in the site plan development process subject to the conditions of this PUD document and City of Leesburg landscape code requirements.

G. Buffer Land Uses

- i. Land uses allowed within the upland buffer areas are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

H. Variations to Landscape Requirements

- i. Variations to these landscape requirements of this document may be approved by the Planning and Zoning Manager as long as the intent of the landscaping section of this PUD (Planned Unit Development) document is maintained.

Legal Description

Exhibit A-1

To be added



- A. *The following design standards are intended to be used as a recommended design aid for developers and as an evaluation tool by city staff in the development review process.*

1. Design standards--Aesthetic character.

a. Facades and exterior walls.

Intent: Facades should be articulated to reduce the massive scale and the uniform, impersonal appearances of large buildings and provide visual interest that will be consistent with the community's identity, character, and scale. The intent is to encourage a more human scale that citizens of the City of Leesburg will be able to identify with their community. The resulting scale will ensure a greater likelihood of reuse of structure by subsequent tenants.

Standard : Developments with facades facing public roads or adjacent residential districts over one hundred (100) feet in linear length shall incorporate wall projections or recesses a minimum of three (3) foot depth and a minimum of thirty-five (35) contiguous feet within each one hundred (100) feet of facade length which shall extend over twenty (20) percent of the facade. Developments shall use animating features such as arcades, display windows, entry areas, or awnings along at least sixty (60) percent of the facade.

b. Detail features.

Intent: Buildings should have architectural features and patterns that provide visual interests, at the scale of the pedestrian, reduce massive aesthetic effects, and recognize local character. The elements in the following standard should be integral parts of the building fabric, and not superficially applied trim or graphics, or paint.

Standard: Building facades shall include a repeating pattern that shall include no less than three (3) of the elements listed below. At least one (1) of these elements shall repeat horizontally. All elements shall repeat at intervals of no more than thirty-five (35) feet, either horizontally or vertically.

1. Color change.
2. Texture change.
3. Material module change (brick, stone etc.).
4. Expression of architectural or structural bay through a change in plane no less than twelve (12) inches in width, such as an offset, reveal, or projecting rib.

c. Roofs.

Intent: Variations in roof lines should be used to add interest to, and reduce the massive scale of large buildings. Roof features should compliment the character of adjoining neighborhoods.

Standard: Roof lines shall be varied with a change in height every one hundred (100) linear feet in the building length. Parapets, mansard roofs, gable roofs, hip roofs, or dormers shall be used to conceal flat roofs and roof top equipment from public view. Alternating lengths and designs may be acceptable and can be addressed during the preliminary development plan process.

d. Materials and colors.

Intent: Exterior building materials and colors comprise a significant part of the visual impact of a building. Therefore, they should be aesthetically pleasing and compatible with materials and colors used in adjoining neighborhoods.

Standard:

1. Predominant exterior building materials shall be high quality materials including brick or stone and at least one of the following, without limitation:
 - i. Stucco
 - ii. Wood
 - iii. Metal
 - iv. Decorative concrete masonry units
 2. Facade colors shall be low reflectance, subtle, neutral, or earth tone colors. The use of high intensity colors, metallic colors, black or fluorescent colors is prohibited.
 3. Building trim and accent areas may feature brighter colors, including primary colors, but neon tubing shall not be an acceptable feature for building trim or accent areas.
 4. Predominant exterior building materials as well as accents should not include the following unless covered with at least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of approved material and/or textured stucco finish:
 - i. Decorative concrete masonry units
 - ii. Tilt-up concrete panels
 - iii. Pre-fabricated steel panels
- e. Entryways.
- Intent: Entryway design elements and variations should give orientation and aesthetically pleasing character to the building. The standards identify desirable entryway design features.
- Standard: Each principal building on a site shall have clearly defined, highly visible customer entrances featuring no less than three (3) of the following:
1. Canopies or porticos
 2. Architectural towers
 3. Recesses/projections
 4. Arcades
 5. Varied height raised corniced parapets
 6. Peaked roof forms
 7. Arches
 8. Outdoor patios
 9. Display windows
 10. Architectural details such as tile work and moldings which are integrated into the building structure and design
 11. Integral planters or wing walls that incorporate landscaped areas and/or places for sitting

2. Site Design and Relationship to the Surrounding Community

a. Entrances.

Intent: Large buildings should feature multiple entrances with smaller entrances along the abutting public or private right-of-way and shall feature gateways or pedestrian mall at the intersection corner. Multiple building entrances reduce walking distances from cars, facilitate pedestrian access from parking lots, and provide convenience where certain entrances offer access to individual uses, or identified departments in a large building. Multiple entrances also mitigate the effect of the unbroken walls and neglected areas that often characterize building facades that face bordering land uses.

Standard: All sides of a principal building that directly face an abutting public or

private right-of-way shall feature at least one (1) pedestrian entrance per side. Where a principal building directly faces a row of smaller retail stores along the border of more than two (2) abutting public or private rights-of-way, there shall be only two (2) entrances required. The corner entrance shall be designed to provide a gateway or pedestrian mall that provides pedestrian access to the larger uses in the interior of the site. The number of entrances for the buildings shall be addressed at the preliminary development plan stage. Where additional uses will be located in the principal building each such use shall have at least one (1) exterior pedestrian entrance which shall conform to the above requirements.

b. Parking lot orientation.

Intent: Parking areas should provide safe, convenient, and efficient access for vehicles and pedestrians. They should be distributed around large buildings in order to shorten the distance to other buildings and public sidewalks and to reduce the overall scale of the paved surface. If buildings are located closer to streets, the scale of the complex is reduced, pedestrian traffic is encouraged, and architectural details take on added importance. Parking lots should be oriented between the larger principle buildings and the smaller buildings required along the perimeters of the site adjacent to public streets and off site uses.

Standard: No more than thirty (30) percent of the off-street parking area for the entire property shall be located between the front facade within the front yard of the principal building(s) and the primary abutting street unless the principal building(s) and/or parking lots are screened from view by perimeter smaller buildings development.

c. Back and sides.

Intent: The rear or sides of buildings often present an unattractive view of blank walls, loading areas, storage areas, HVAC units, garbage receptacles, and other such features. Architectural and landscaping features should mitigate these impacts. Any back or side of a building visible from a public or private right-of-way or a residential area shall be built in accordance with 1. Design guidelines--Aesthetic character. The Community Development Director may waive this requirement as part of the development plan review process if there are special or unique circumstances.

Standard: The minimum setback for any building facade shall be in accordance with the Land Development Code. Where the facade faces adjacent residential uses an earthen berm shall be installed, no less than six (6) feet in height, containing at a minimum, a double row of evergreen or deciduous trees planted at intervals of ten (10) feet on center. Additional landscaping may be required by the Community Development Director to effectively buffer adjacent land use as deemed appropriate. All additional landscape requirements of the landscape and tree protection code or of other sections of these guide lines shall apply.

d. Outdoor storage, trash collection, and loading areas.

Intent: Loading areas and outdoor storage areas exert visual and noise impacts on surrounding neighborhoods. These areas, when visible from adjoining properties, residential areas and/or public streets, should be screened, recessed or enclosed. While screens and recesses can effectively mitigate these impacts, the selection of inappropriate screening materials can exacerbate the problem. Appropriate locations for loading and outdoor storage areas include areas between buildings, where more than one (1) building is located on a site and such buildings are not more than forty (40) feet apart, or on those sides of buildings that do not have pedestrian entrances. Joint use of loading and screening areas by multiple users will be encouraged where ever possible.

Standard:

1. Areas for outdoor storage, truck parking, trash collection or compaction, loading, or other such uses shall not be visible from public or private rights-of-way.
 2. Outdoor storage areas and heavy equipment or aerial equipment parking areas should be located away from C.R. 470. Aerial equipment (bucket trucks, cherry pickers, etc.) must be parked/stored with the aerial device in the down position.
 2. No areas for outdoor storage, trash collection or compaction, loading, or other such uses shall be located within fifty (50) feet of any public or street, public sidewalk, or internal pedestrian way.
 3. No delivery, loading, trash removal or compaction, exterior activities and large vehicle movement or other such operations shall be permitted between the hours of 10:00 p.m. and 7:00 a.m. unless the applicant submits evidence that sound barriers between all areas for such operations effectively reduce noise emissions to a level of forty-five (45) dB, as measured at the lot line of any adjoining property.
 4. Loading docks, truck parking, outdoor storage, utility meters, HVAC equipment, trash dumpsters, trash compaction, bay doors and other service functions shall be incorporated into the overall design of the building and the landscaping so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets, and no attention is attracted to the functions by the use of screening materials that are different from or inferior to the principal materials of the building and landscape. Backflow preventors, fire department connections, and mechanical equipment (including wall-mounted electrical panels) within 100 feet of C.R. 470 must be screened from view with landscaping or other screening approved by the Community Development Director.
 5. Non-enclosed areas for the storage and sale of seasonal inventory shall be permanently defined and screened with decorative walls and/or solid fences. Materials, colors, and designs of screening walls and/or fences and the cover shall conform to those used as predominant materials and colors of the building. If such areas are to be covered, then the covering shall conform to those used as predominant materials and colors on the buildings.
- e. Pedestrian flows.
- Intent: Pedestrian accessibility opens auto-oriented developments to the neighborhood, thereby reducing traffic impacts and enabling the development to project a friendlier, more inviting image. This section sets forth standards for public sidewalks and internal pedestrian circulation systems that can provide user-friendly pedestrian access as well as pedestrian safety, shelter, and convenience within the center grounds.
- Standard:
1. Sidewalks at least six (6) feet in width shall be provided along all sides of the lot that abut a public or private right-of-way, excluding major highways. The Community Development Director may waive this requirement as part of the development plan review process if there are special or unique circumstances.
 2. Continuous internal pedestrian walkways, no less than six (6) feet in width, shall be provided from the public sidewalk or right-of-way to the principal customer entrance of all principal buildings on the site. At a minimum, walkways shall connect focal points of pedestrian activity such as, but not limited to, transit stops, street crossings, building entry points, and shall feature adjoining landscaped areas that include trees, shrubs, benches, flower beds, ground covers, or other such materials for no less than fifty (50) percent of their length.
 3. Sidewalks, no less than six (6) feet in width, shall be provided along the full

length of the building along any facade featuring a customer entrance, and along any facade abutting public parking areas. Such sidewalks shall be located at least three (3) feet from the facade of the building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the facade.

4. Internal pedestrian walkways provided in conformance with subsection e. above, shall provide weather protection features such as awnings or arcades within thirty (30) feet of all customer entrances, constructed parallel to the facade of the building. This is not intended to extend into the driving aisles or parking areas.
 5. All internal pedestrian walkways shall be distinguished from driving surfaces through the use of durable, low maintenance surface materials such as pavers, bricks, or scored concrete to enhance pedestrian safety and comfort, as well as the attractiveness of the walkways. Signs shall be installed to designate pedestrian walkways.
- f. Signage.
1. A master signage plan will be required at the time of site plan approval.
 2. Entry monument signs identifying the Commerce Park shall be permitted for any approved entrance on C.R.470. At proposed street intersections, monument signs identifying the internal business shall be permitted. Monument signs identifying multiple businesses within the park shall be preferred.
 3. No electronic message signage or billboards shall be permitted.
 4. Signage shall comply with the City of Leesburg sign code for Industrial Uses.

3. Central Features and Community Spaces.

Intent: Buildings should offer attractive and inviting pedestrian scale features, spaces and amenities. Entrances and parking lots should be configured to be functional and inviting with walkways conveniently tied to logical destinations. Bus stops and drop-off/pickup points should be considered as integral parts of the configuration. Pedestrian ways should be anchored by special design features such as towers, arcades, porticos, pedestrian light fixtures, bollards, planter walls, and other architectural elements that define circulation ways and outdoor spaces. The features and spaces should enhance the building and the center as integral parts of the community fabric.

Standard: Each business establishment subject to these standards shall contribute to the establishment or enhancement of community and public spaces by providing at least two (2) of the following: patio/seating area, pedestrian plaza with benches, transportation center, window shopping walkways, outdoor play area, kiosk area, water feature, clock tower, steeple, or other such deliberately shaped area and/or a focal feature or amenity that, in the judgment of the city staff, adequately enhances such community and public spaces. Any such areas shall have direct access to the public sidewalk network and such features shall not be constructed of materials that are inferior to the principal materials of the building and landscape. Although the City of Leesburg does not currently maintain a public bus system, Lake County does offer limited service to commercial areas; therefore, areas should be provided or designed to accommodate bus service and the growing number of private bus services (i.e., senior citizen, nursing home/assisted living facilities, etc.).



Desirable shape for a berm

The transition between the existing grade and the slope of the berm should be gradual. Soft contouring should make the berm appear as a natural part of the landscape. Berms should appear to be gradually emerging from the original grade rather than rising as an abrupt bump. Extra soil may need to be added at the base or the height of the berm to get a more natural effect. The tops of the berms should also be softly contoured rather than having a sharp peak. Moreover, grass berms with flatter crowns are easier to mow. Mowing grass on slopes that are too steep may result in an undesirable "scalped" look.



Note: This photo is not to scale only visual representation







RESOLUTION NO. 9544

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE A 75 ACRE LAND SALES
CONTRACT WITH PROJECT SLAB (D/B/A CORESLAB) AT
THE CR 470 COMMERCE PARK; AND PROVIDING AN
EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement
with Coreslab Structures (Orlando), Inc. whose address is 332 Jones Road, Unit #8, Stoney
Creek, Ontario, Canada L8E5N, for the sale of Economic Development real estate.

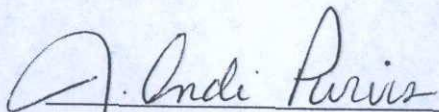
THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 9th day of February, 2015.



Mayor

ATTEST:



City Clerk

Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®

- 1* 1. **Sale and Purchase:** The City of Leesburg, Florida ("Seller")
2* and Coreslab Structures (Orlando), Inc., or its nominee ("Buyer")
3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:
5* Address: CR 470, Okahumpka, FL
6* Legal Description: A parcel consisting of 75 acres, more or less, as shown on the
7 attached map attached hereto in the addendum and referred to as Attachment
8 #1, exact legal description to be determined by survey
9
10
11* SEC /TWP /RNG of Lake County, Florida. Real Property ID No.:
12* including all improvements existing on the Property and the following additional property: No improvements -
13 property is vacant

14* 2. **Purchase Price:** (U.S. currency).....\$ 1,000,000.00
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16* Escrow Agent's Name: McLin Burnsed P.A.
17* Escrow Agent's Contact Person: Fred A. Morrison
18* Escrow Agent's Address: 1000 W. Main Leesburg FL 34748
19* Escrow Agent's Phone: (352) 787-1241
20* Escrow Agent's Email: FredM@mcclimburnsed.com

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
22* ☐ accompanies offer
23* ☐ will be delivered to Escrow Agent within days (3 days if left blank)
24* after Effective Date \$
25 (b) Additional deposit to be delivered to Escrow Agent (Check if applicable)
26* ☐ within days (10 days if left blank) after Effective Date
27* ☐ within days (3 days if left blank) after expiration of Feasibility Study Period..... \$
28* (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage)..... \$
29* (d) Other: \$
30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
31* to be paid at closing by wire transfer or other Collected funds \$ 1,000,000.00

32* (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
33* unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):
34* prorating areas of less than a full unit. The purchase price will be \$ per unit based on a
35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
36 accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
37* calculation:

38 3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
39* delivered to all parties on or before February 10, 2015, this offer will be withdrawn and Buyer's deposit, if
40 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
41 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
42 has signed or initialed and delivered this offer or the final counter offer.

43* 4. **Closing Date:** This transaction will close on or before 6/1/15 ("Closing Date"), unless specifically
44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
50 other items.

Buyer () and Seller () acknowledge receipt of a copy of this page, which is 1 of 7 pages.

VAC-10 Rev. 8/14

© Florida Association of Realtors®

5. Financing: (Check as applicable)

- (a) ☒ Buyer will pay cash for the Property with no financing contingency.
- (b) ☐ This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be returned.

(1) ☐ New Financing: Buyer will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.

(2) ☐ Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller will make the loan.

(3) ☐ Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.

6. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this contract, ☒ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

7. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) see Sec. 20 & addendum for contingencies, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.

Seller will deliver to Buyer, at

(Check one) ☒ Seller's ☐ Buyer's expense and

(Check one) ☐ within 45 days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.

Buyer (_____) and Seller (_____) acknowledge receipt of a copy of this page, which is 2 of 7 pages.

VAC-10 Rev. 8/14

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

© Florida Association of Realtors®
COL Coreslab

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) ~~**Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).~~

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.



8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) ☒ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 60 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☐ **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 3 of 7 pages.

VAC-10 Rev. 8/14

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

© Florida Association of Realtors®
COL Coreslab

and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

- (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.
- (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
- ☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on the deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 7)
Other: boundary and full survey

(b) **Buyer Costs:**

~~Taxes and recording fees on notes and mortgages~~
~~Recording fees on the deed and financing statements~~
~~Loan expenses~~
~~Title evidence (if applicable under Paragraph 7)~~
~~Lender's title policy at the simultaneous issue rate~~
Inspections
~~Survey~~
Insurance
Other: all due diligence costs other than boundary and full survey

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

Buyer (_____) and Seller (_____) acknowledge receipt of a copy of this page, which is 4 of 7 pages.
VAC-10 Rev. 8/14

© Florida Association of Realtors®

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. Except for brokerage agreements, no prior or present agreements will bind **Seller**, **Buyer**, or **Broker** unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

Buyer (_____) and Seller (_____) acknowledge receipt of a copy of this page, which is 5 of 7 pages.

VAC-16 Rev. 8/14

© Florida Association of Realtors®

(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

16. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

17. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer** agrees to rely solely on **Seller**, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

18. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

19. Brokers: The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

- (a) Tyre & Taylor Commercial Realty, Inc. (Seller's Broker)
will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify): 6% commission split between Seller's & Buyer's broker
- (b) TIZON Commercial, LLC (Buyer's Broker)
will be compensated by ☒ **Seller** ☐ **Buyer** ☐ **Seller's** Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify): _____

Buyer (_____) and Seller (_____) acknowledge receipt of a copy of this page, which is 6 of 7 pages.
VAC-10 Rev. 8/14

© Florida Association of Realtors®

324* 20. Additional Terms: Addendum attached is incorporated into this contract by
325 reference and shall control in the event of any conflict between the Addendum
326 and this Contract.

327
328 Buyer must complete its planned improvements and obtain a certificate of
329 occupancy no later than the end of the fifth year after closing. If Buyer does
330 not meet this deadline, Buyer shall be obligated at the request of Seller to
331 return the Property to Seller in return for repayment of the net proceeds paid
332 to Seller at closing, less any transfer taxes and other costs incurred by
333 Seller to record the documents transferring the property back to Seller.

341 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before
342 signing.

343* Buyer: MARIO FRANCIOSA Date: 02/04/15

344* Print name: Coreslab Structures (Orlando), OR its nominee

345* Buyer: _____ Date: _____

346* Print name: Inc., or its nominee

347 Buyer's address for purpose of notice:

348* Address: 332 Jones Rd Unit 8 Stoney Creek Ontario, Can L8E 5N2

349* Phone: (905) 643-0220 Fax: (905) 643-0233 E-mail: mmf@coreslab.com

350* Seller: Julie R. Purvis Date: 2-9-15

351* Print name: The City of Leesburg, Florida - MAYOR

352* Seller: Julie R. Purvis Date: 2-9-15

353* Print name: JULIE R PURVIS - CITY CLERK

354 Seller's address for purpose of notice:

355* Address: 501 W. Meadow St. Leesburg, FL 34748

356* Phone: _____ Fax: _____ E-mail: _____

357* Effective Date: _____ (The date on which the last party signed or initialed and delivered the
358 final offer or counter offer.)

Florida Association of REALTORS® and local Board/Association of REALTORS® make no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.

Buyer: [Signature] and Seller: [Signature] acknowledge receipt of a copy of this page, which is 7 of 7 pages.

VAC 40 Rev. 8/14

© Florida Association of Realtors®

ADDENDUM TO CONTRACT

1. Seller shall, within no more than 30 days from the Effective Date, complete a full survey of property as depicted in Attachment #1. This survey shall be certified to Buyer, Seller, McLin & Burnsed PA, and Old Republic National Title Insurance Company. Buyer shall have 10 days from receipt of survey from Seller to object to any encroachments, easements, and/or deed restrictions reflected in said Survey. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligation will be determined in accordance with Paragraph 7 (b) of the standard form agreement.

2. Seller shall provide Buyer with access to the Property for purposes of conducting all due diligence activities including but not limited to soil testing; investigation to determine the presence of archaeological sites or other historical factors which may impede site development; and environmental site assessment for toxic or hazardous substances on the Property. Buyer shall restore the Property to its original condition after all such investigations and shall indemnify Seller and hold Seller harmless against any liability or claim, loss or damage, arising out of any death, injury to persons, or damage to property, occurring during Buyer's due diligence activities on the Property, except to the extent any such claim is caused solely and proximately by the grossly negligent or deliberate acts of Seller. At the Buyer's sole determination, any obligation to close is contingent upon any development hindrances that may be discovered during the period of due diligence.

3. Upon execution of the sale agreement, Seller shall perform and complete an endangered species survey of the Property. If endangered species are found, any such species shall be remediated by the Seller. Seller's obligation to close shall be contingent upon whether such endangered species remediation can be completed within reasonable financial and time parameters, as determined solely by the Seller. Buyer's obligation to close shall be extended until Seller has completed all remediation.

4. If required by other regulatory agencies, Seller agrees to design, permit and construct acceleration and deceleration lanes that may be required by the initial impact of the



Buyer's development. If the Seller obtains regulatory control of road frontage affecting the Buyer's ingress and egress, no requirement to provide acceleration and deacceleration lanes will be required.

5. Seller represents and warrants that the property depicted in Attachment #1 is currently serviced with public water, wastewater, City communications, and natural gas services, failing which Buyer may terminate contract prior to closing.

6. The property depicted in Attachment #1 receives electric service from Duke Energy, Florida. Pursuant to a letter marked Attachment #2, Buyer shall seek electric service from Duke Energy. Any cost associated with electrical service the Buyer may require beyond those described in Attachment #2, shall be the Buyer's.

7. Buyer's obligation to close is contingent on receiving all rezoning, variances, site plan approvals, and other land use and building approvals required for Buyer's use of the Property, including but not limited to receipt of required permits and approvals for its planned use of the Property from the St. Johns River Water Management District.

8. The sale is contingent on the Buyer approving any utility easements required as a result of the intended development and construction on the property. All costs to legally describe and survey City of Leesburg utilities shall be the Seller's. Seller warrants that in the event Seller abandons or vacates any easements attaching to the subject property, said easements shall be discharged in favor of Buyer. This obligation shall survive closing.

9. Seller is obligated by law, §270.11, Fla. Stat. (2014), to reserve all mineral rights as to any property conveyed by it. However, if Buyer wishes to eliminate that reservation, it may apply to Seller whereupon Seller's governing body is authorized by that same statute to waive the mineral reservations by resolution. Seller agrees to waive this upon closing at no cost to Buyer, failing which the obligation to waive the reservation shall survive beyond closing.

A handwritten signature in blue ink, consisting of a stylized 'A' followed by a circular flourish.

10. In the event Seller receives a bona fide offer from a third party to purchase any or all the property referenced in Attachment #3, Buyer shall receive a period of fourteen days, from the time written correspondence is received from the Seller of such bona fide offer, to invoke first right of refusal on affected purchase.

11. The sale is contingent on the City Commission granting City of Leesburg Ad Valorem taxes abatement credits to the property and improvements the Buyer seeks to purchase and develop.

12. Buyer will investigate the availability of tax credits and economic incentives available from jurisdictions other than Seller. If Buyer is unsatisfied with the tax credits and economic incentives it is able to seek or obtain from other jurisdictions, Buyer may decline to close this transaction.

13. The closing is contingent on Buyer receiving approval for two points of ingress/egress from CR-470.

14. Buyer's obligation to close is contingent upon Buyer receiving rights to discharge stormwater into the adjacent City-owned planned retention pond located at the northeast corner of the subject property.

15. Seller represents and warrants that all non-essential equipment will be removed from the subject property prior to closing, including but not limited to above ground and underground equipment relating to reuse water monitoring stations, above ground sprinklers, and manholes.

16. Buyer's obligation to close on the contract is contingent on receiving all necessary approvals for Buyer's intended development of the subject property.




THIS ADDENDUM is executed to become an inseparable part of the Contract to which it is attached.

THE CITY OF LEESBURG, FLORIDA

BY: 
ELISE DENNISON, Mayor

DATE Signed: February 9, 2015

Attest: 
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:



CITY ATTORNEY

CORESLAB STRUCTURES (ORLANDO), INC.

BY: 

MARIO FRANCIOSA - PRESIDENT
Type or print name and corporate title

DATE SIGNED: _____, 2015



**Geographical
Information System**

A Division of Information Technology

204 N. 5th Street
Leesburg, FL 34748
Ph. 352.728.9788
Fx. 352.328.6634
www.leesburgflorida.gov

DISCLAIMER: The data displayed on this map are from a variety of sources. This map is not a survey and should only be used for planning purposes. The information on this map is provided in an "as is" condition. For further information, contact the City of Leesburg, GIS Division at (352) 728-9786.

Attachement No. 1

Date:
Compiled by:
Approved by:
Scale: As Noted
File:

SHEET
1
OF
1



452 East Crown Point Road
Winter Garden, FL 34787

o: 407.905.3443
c: 407.620.4075
f: 407.905.3364

January 30, 2015

Mr. Michael W. Rankin
Assistant City Manager/Economic Development
City of Leesburg
501 West Meadow Street
Leesburg, Florida 34749-0630

Subject: Project Slab

Dear Mike:

We appreciate the partnership we have with the City of Leesburg and Lake County as we work together to attract Project Slab to the 470 Park in Leesburg.

Per your request, I would like to provide some background on our ability to serve Project Slab. If Project Slab can take service via overhead feeders, overhead transformers and at the most economical point of service, then in most cases, the cost to serve the customer should be justified by the revenue the customer would generate for Duke Energy over a four year period resulting in little or no cost to the customer. If the client would require underground service, the customer would pay the cost differential between Duke Energy's cost to serve the site overhead versus underground.

Based on Steve Davis' estimate, the 470 Park's existing load of an average of 813 kW (over 8 months) plus our best estimate of 250 kW demand for Project Slab, Duke Energy has plenty of capacity available to serve both the existing 470 Park customers and Project Slab from Duke feeder K284 which originates from our Okahumpka substation and currently ends just to the east of the site on County Highway 470. Our plan would be to extend the three phase service from the current end point to the most economical point of service on the site.

Duke is very excited about this project and the economic impact it would have on Leesburg and the surrounding area. Although there are still a few unknowns related to the specific electric load and the client's specific needs associated with the 470 Park site, we are committed to seeing this project through and working in partnership with Project Slab, the City of Leesburg and Lake County to win this deal. Please call me at (407) 905-3443 with any questions. We stand ready to assist!

Sincerely,

Marc Hoenstine

Marc Hoenstine
Director, Economic Development

mh/

A handwritten signature in blue ink, appearing to be "MH", located below the typed name and title.

A handwritten signature in blue ink, appearing to be "MH", located in the bottom right corner of the page.



**Geographical
Information System**

A Division of Information Technology

204 N. 5th Street
Leesburg, FL 34748
Ph. 352.728.9786
Fx. 352.328.6634
www.leesburgflorida.gov

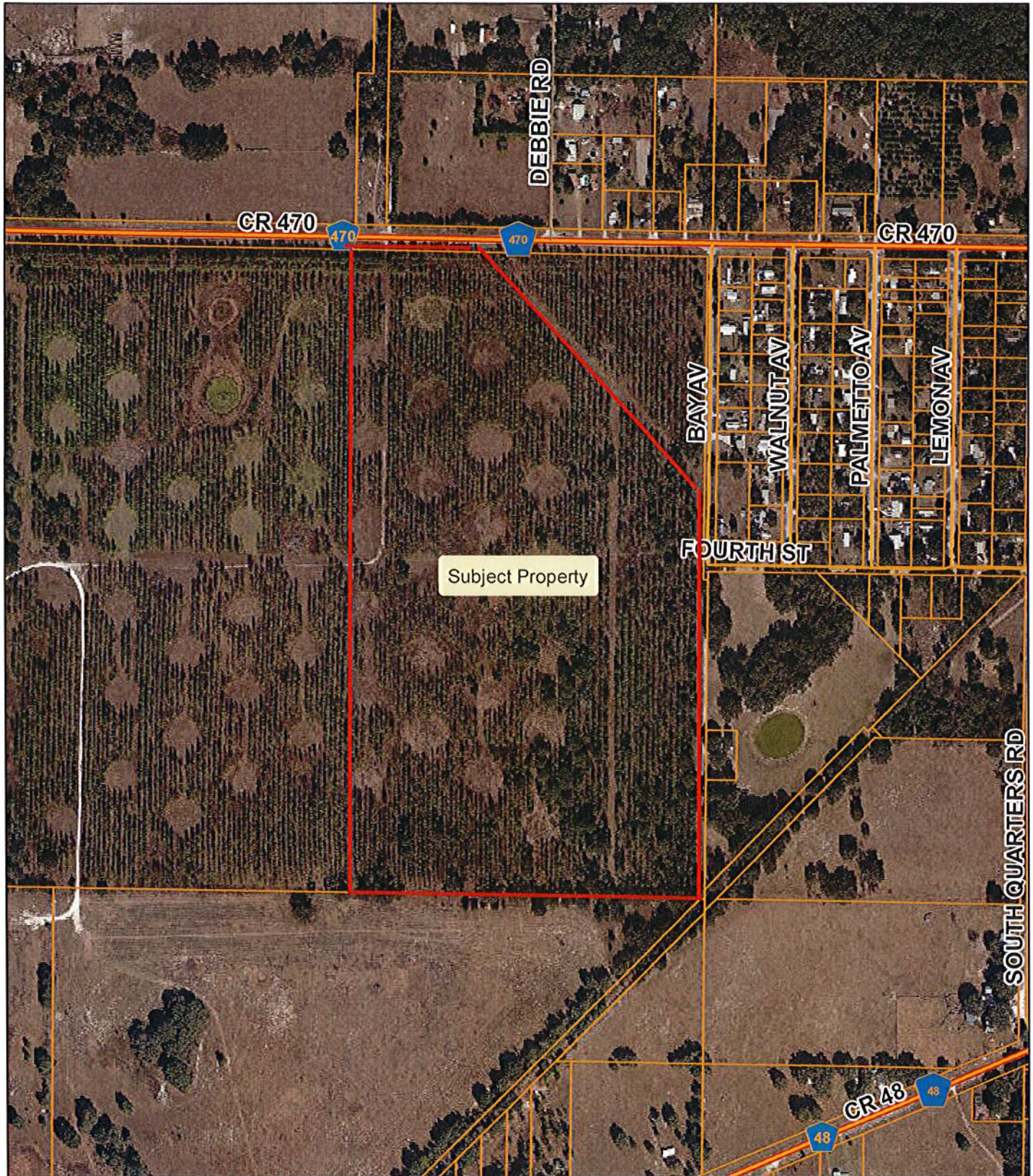
DISCLAIMER: The data displayed on this map are from a variety of sources. This map is not a survey and should only be used for planning purposes. The information on this map is provided in an "as is" condition. For further information, contact the City of Leesburg, GIS Division at (352) 728-9786.

Attachement No. 3

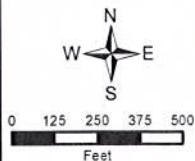
Date:
Compiled by:
Approved by:
Scale: As Noted
File:

SHEET
1
OF
1

Aerial

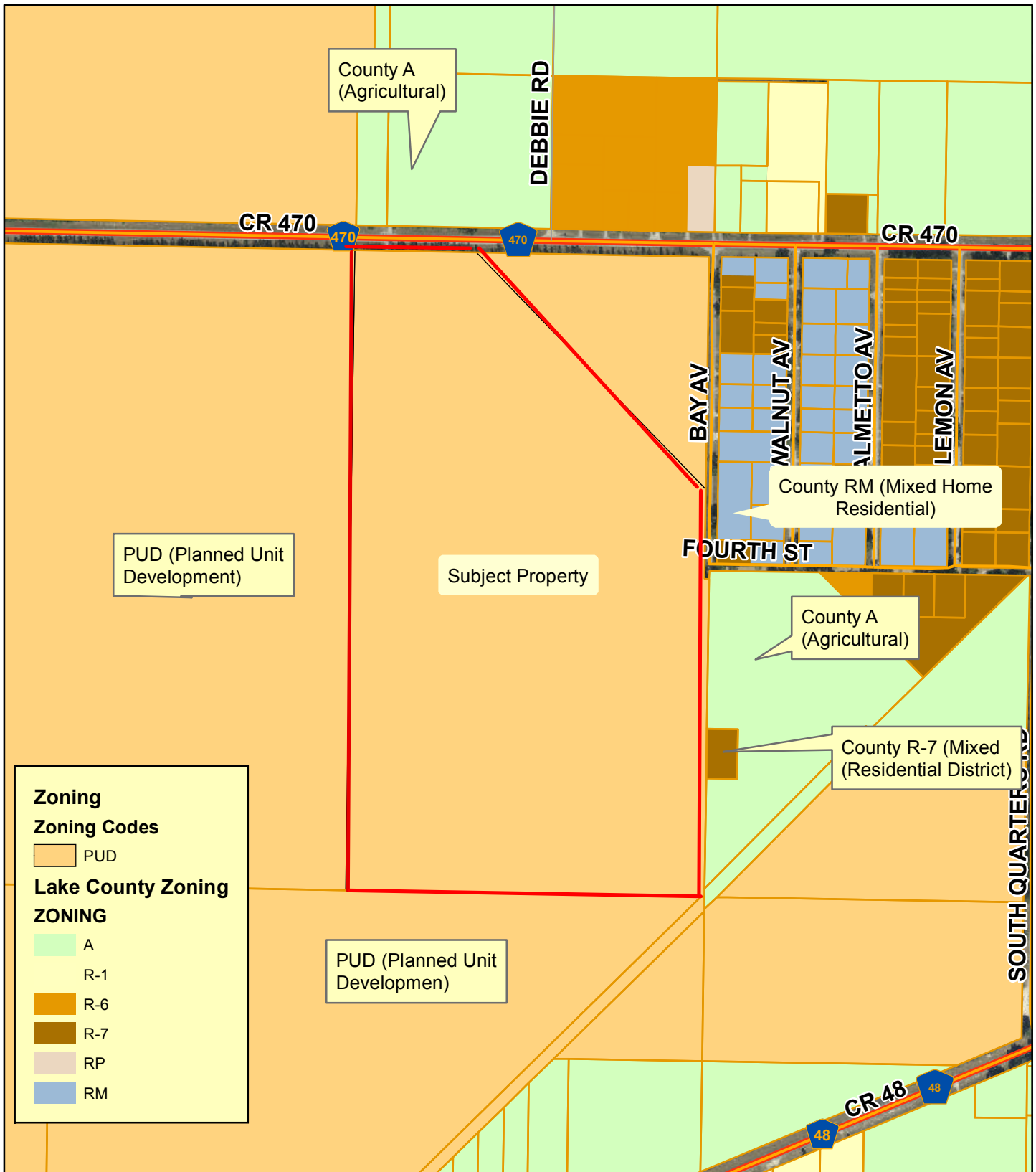


Planning
& Zoning
Division

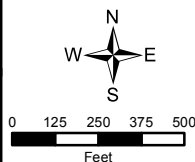


Coreslab Structures Orlando Inc.
CR 470 Property
Sec 16 Twp 20 Rge 24

Zoning

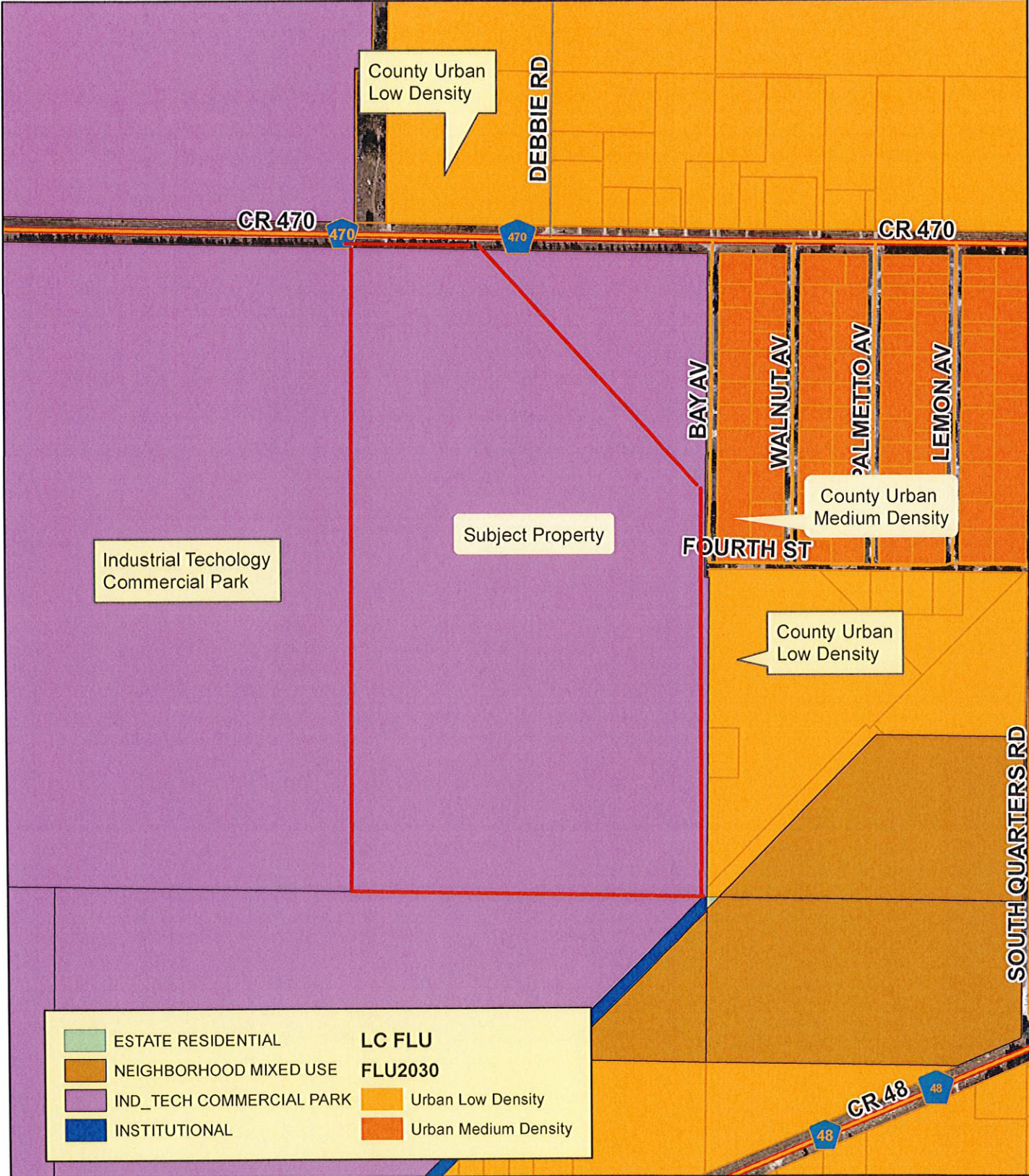


**Planning
& Zoning
Division**

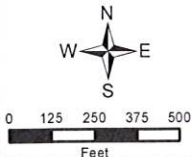


Coreslab Structures Orlando Inc.
CR 470 Property
Sec 16 Twp 20 Rge 24

Future Land Use

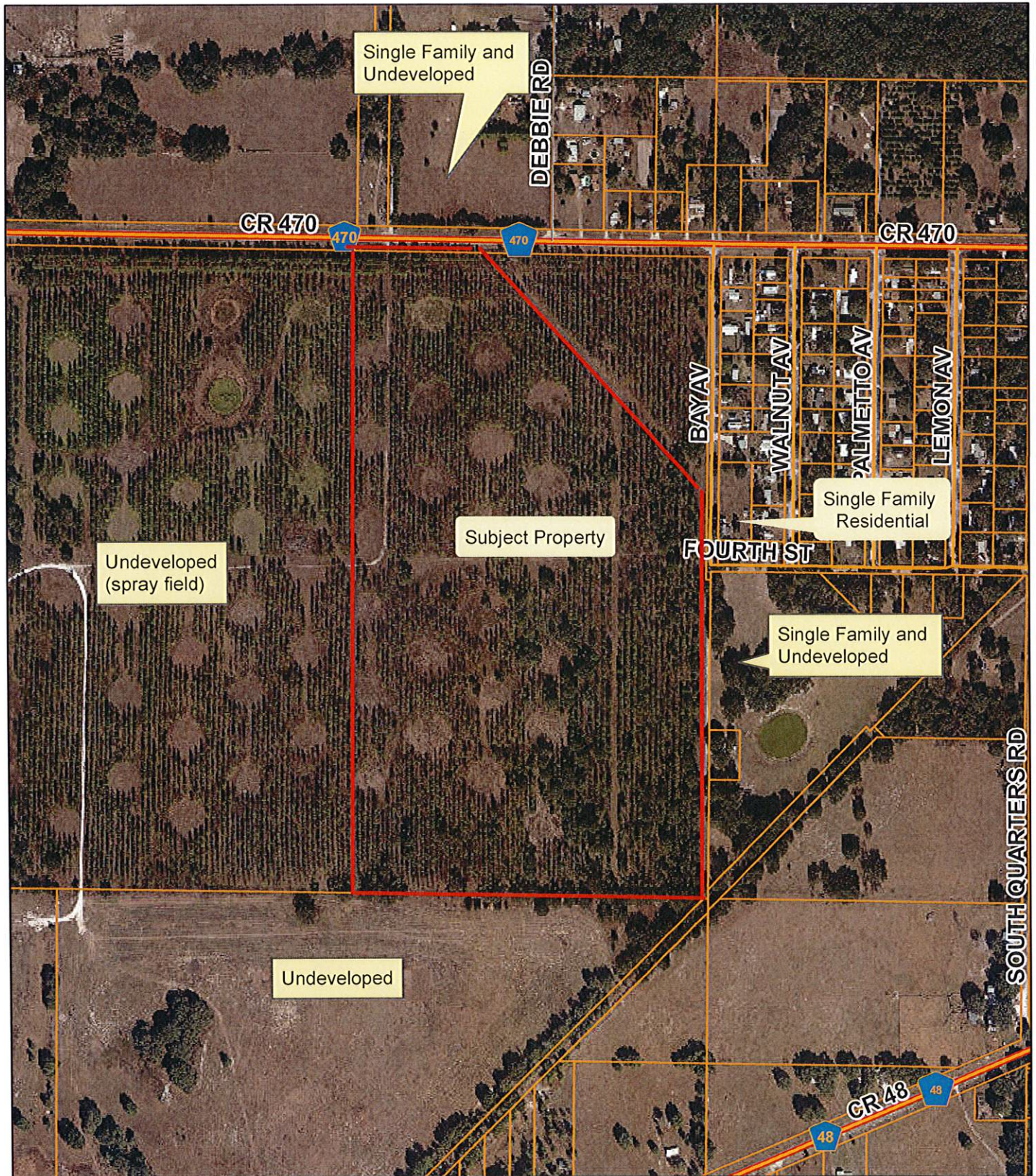


Planning
& Zoning
Division

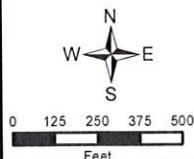


Coreslab Structures Orlando Inc.
CR 470 Property
Sec 16 Twp 20 Rge 24

Surrounding Land Uses

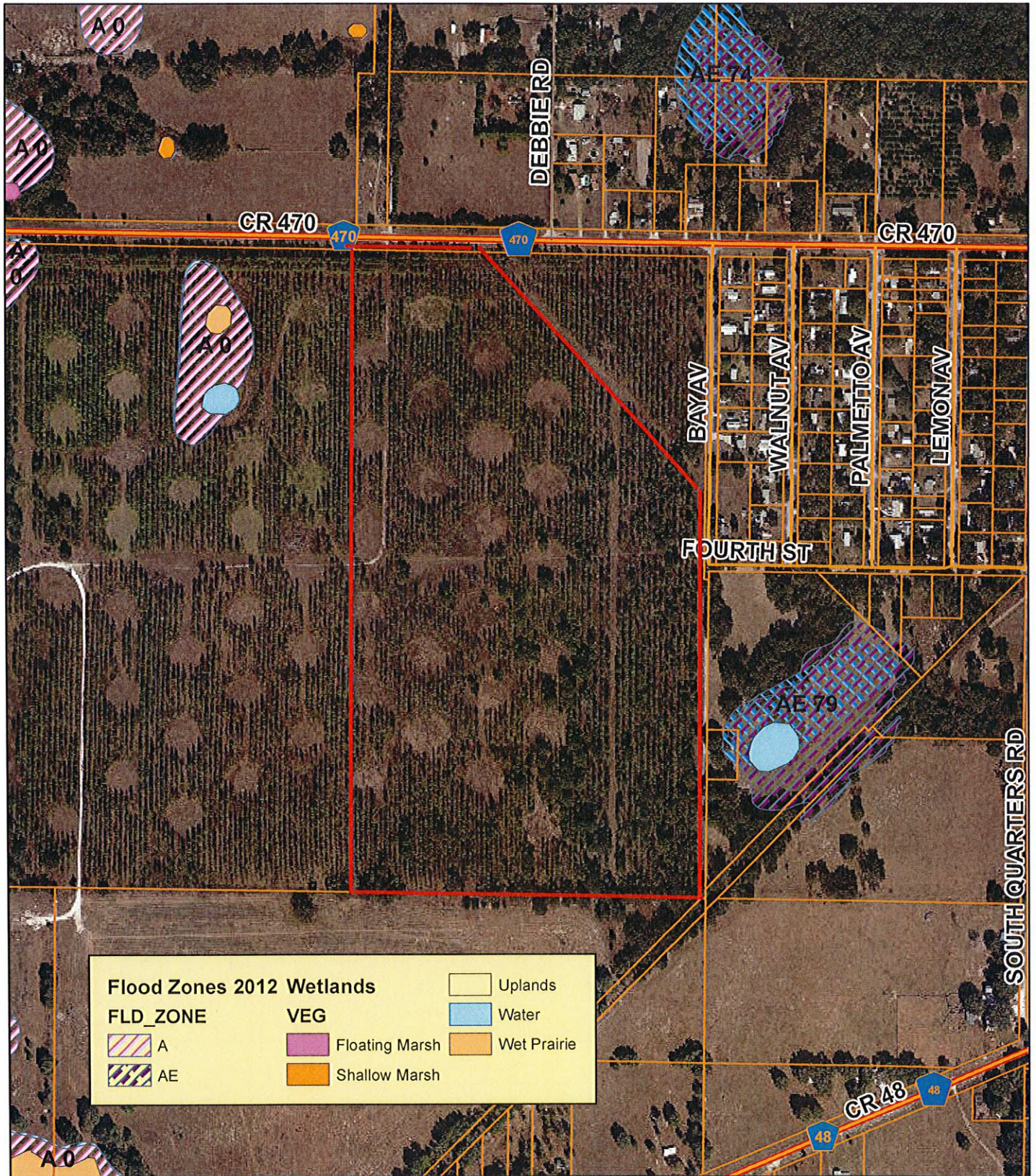


**Planning
& Zoning
Division**

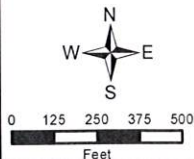


Coreslab Structures Orlando Inc.
CR 470 Property
Sec 16 Twp 20 Rge 24

Wetlands & Flood Zones

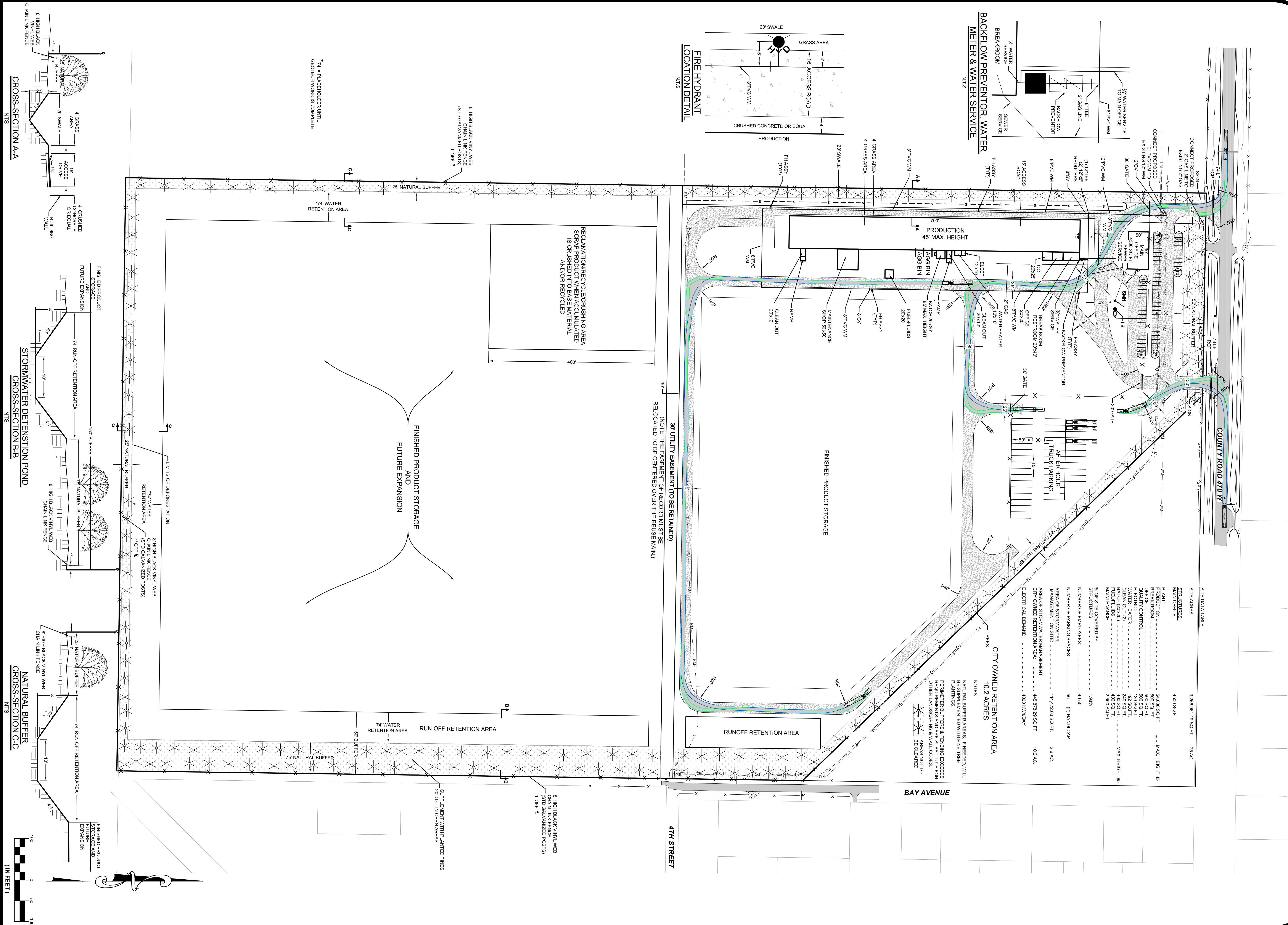


**Planning
& Zoning
Division**



Coreslab Structures Orlando Inc.
CR 470 Property
Sec 16 Twp 20 Rge 24

SITE PLAN





AGENDA MEMORANDUM

Item No: 5D.

Meeting Date: May 26, 2015

From: Al Minner, City Manager

Subject: Request for Additional Customer Service Department Personnel

Staff Recommendation:

Approve City Manager's request to add two additional Customer Service Representatives to the Customer Service Division.

Analysis:

One of the organization's weaknesses continues to be Customer Service. After much analysis it has been determined that a lack of personnel is a contributing factor to the organization's ability to quickly and promptly manage customer service inquiries. Attached is a presentation which provides data and analysis on staffing expenditures, call volumes and how the positions can be funded within the existing FY 15 budget and be carried into future years by shifting other expenses.

Submission Date and Time: 5/21/2015 8:45 AM

Department: _____	Reviewed by: Dept. Head _____	Account No. _____
Prepared by: _____	Finance Dept. _____	Project No. _____
Attachments: Yes___ No___	Deputy C.M. _____	WF No. _____
Advertised: _____ Not Required _____	Submitted by: _____	Budget _____
Dates: _____	City Manager _____	Available _____
Attorney Review : Yes___ No___		

Revised 6/10/04		

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF LEESBURG, FLORIDA AUTHORIZING THE
CITY MANAGER TO ADD TWO CUSTOMER SERVICE
REPRESENTATIVE POSITIONS TO THE CUSTOMER
SERVICE DIVISION OF THE FINANCE DEPARTMENT;
AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Mayor and City Commission authorize the City Manager to add two
Customer Service Representative positions to the Customer Service Division of the Finance
Department.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 26th day of May 2015.

Mayor

ATTEST:

City Clerk



Request For Additional Customer Service Staff

Request For Increased Support For Customer Service Operations



1. Present Data on Customer Service Performance
2. Utility System Growth
3. Face To Face Data
4. Phone Data
5. Interpretation of Phone Data
6. Comparison of Level of Support for Customer Service operations
7. Summary

Customer Service Staffing Overview



— *

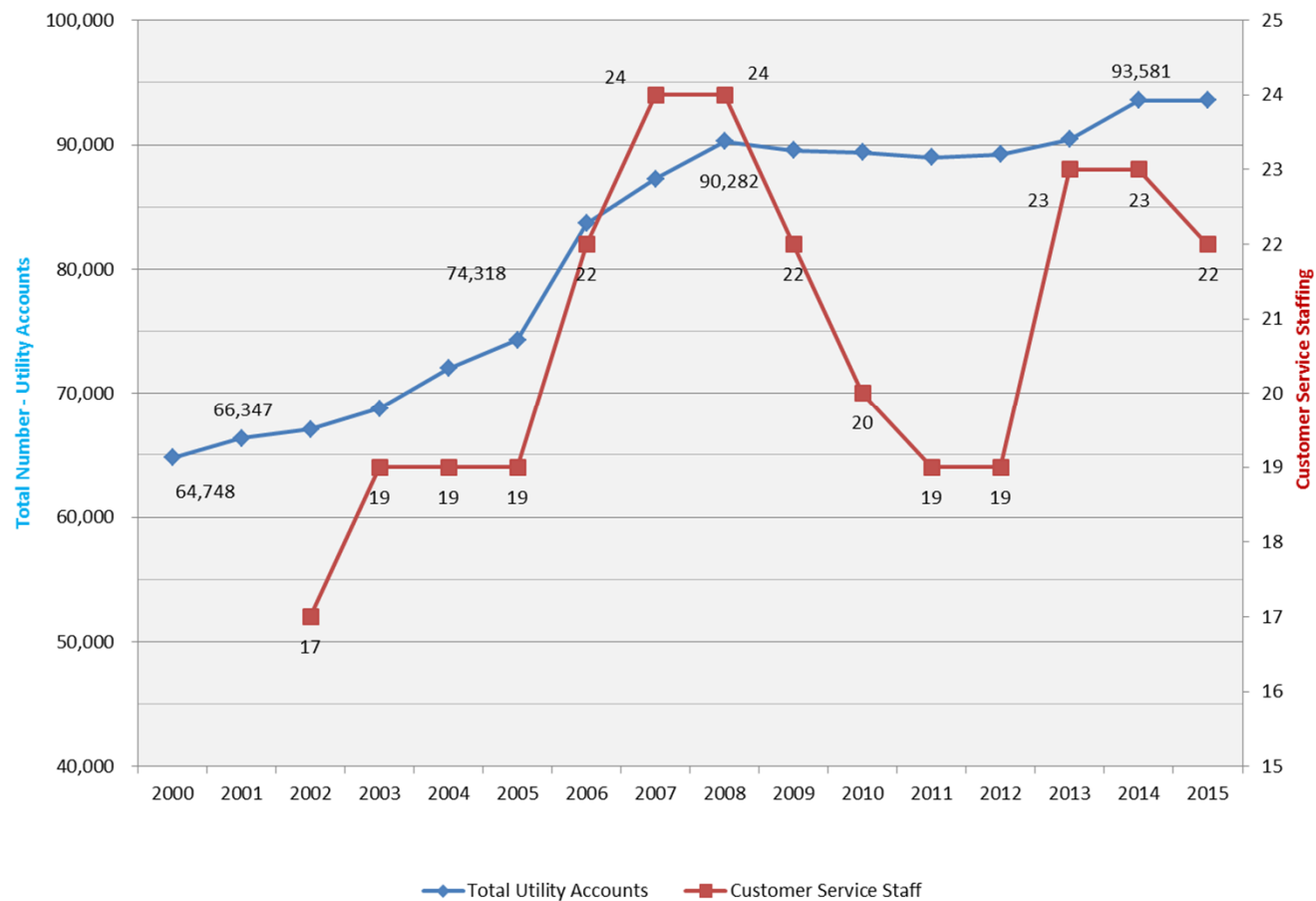
2015 Customer Service Staffing Level		
		Request for Additional
Current Staffing Level	22	
Average Sick and Vacation time	(2)	
Back Office Staff	(1)	
Billing	(4)	
Front Desk	(1)	
Processing checks	(1)	
Mail Delivery	(1)	
Supervision	(3)	
Turn On ERT Reading	(1)	
Admin	(1)	
Employees who do not handle Customer interactions	<u>(15)</u>	
Staff Available to Handle Customers	7	
Turn On and Turn Off and Questions	3	1
Cashiers	3	
Telephone	1	1

[illegible]

Total Accounts vs Staff Levels



Total Utility Accounts vs Customer Service Staff



Customer Service Transactions



FACE TO FACE TRANSACTIONS		
Avg. Transactions per Day	1060	
Mail Handle Time	125	Hours Per Month
	\$25,900	Annual Mail Handle Cost
Cashiers	342	Transactions Per Day
Per Cashier	15	Transactions Per Hour
Customer Service Specialist	1564	Transactions Per Month
Customer Service Specialist	19	Per Day
Customer Service Specialist	24	Minutes per Transaction
Non- CSS Transactions*	9535	Per Month
	454	Per Day

* Internet, IVR, Bank Draft, Amscot & Fidelity

Telephone Data



CALLS PRESENTED	
Daily Calls Presented	420
Calls Handled	183
Avg Speed of Answer	0:12:53
Avg Talk Time	0:02:52
Avg Abandon Time	0:01:58

CALLS HANDLED	
Daily Calls Abandoned	238
Calls @75%	179
Avg. Handle Time	0:02:52
Add Per Day	8:31:42
X 2	17:03:24
Avg Daily Handle	8:50:10
People	2

Reduce for Call backs

2 X for Record Handling

Additional Personnel



- Ø Call Handle Ratio of 44%.
- Ø Average Call Handle Time of 2 minutes 52 seconds.
- Ø Based on Conservative Interpretation of the Numbers.
- Ø Minimum of 2 additional phone staff.

- Ø Two additional staff for current fiscal year \$29,450.
- Ø Funds are available from vacant positions.
- Ø These two positions are included in 2016 budget proposal.

Comparison of Customer Service Levels of Support



	Customer Service Employees	Meters	Budget	Customer Service \$ per meter	Budget Per Employee	Meters Per Employee
Leesburg	22	55,568	1,607,984	29	73,090	2,526
Mount Dora	7	13,935	689,850	50	106,131	2,144
Ocala	34	53,000	3,523,125	66	103,621	1,559
Jax Beach	23	44,946	2,637,032	59	117,201	1,998
Winter Park	22	38,923	1,897,240	49	86,238	1,769
Vero	25	46,772	1,755,000	38	70,200	1,871
Orlando	90	348,195	33,367,000	96	370,744	3,869
SECO	92	184,000	11,150,000	61	121,196	2,000
KUA	98	167,504	8,810,178	53	89,900	1,709
Average	46	105,871	7,270,823	55	126,480	2,160

Comparison of Customer Service Level of Support



- Ø None of the listed utilities have the number utilities Leesburg has.
- Ø Must add the complexity of the smart grid training. MDMS/GE
- Ø Ocala, Jax Beach and Mount Dora are most similar.
- Ø Ocala and Jax Beach fund at double the per meter rate as Leesburg.
- Ø Mount Dora funds Customer Service 72% more per meter than Leesburg.
- Ø Orlando with only Electric and Water is funded 330% higher per meter.
- Ø SECO with only Electric service funds at double the Leesburg rate.

Summary



- Ø Customer growth has averaged 2.7% over last 14 years.
- Ø We handle over 1000 transactions per day in house
- Ø We handle only 44% of the 420 calls per day
- Ø Require at least two additional staff
- Ø Leesburg is last or next to last in it's staffing and financial commitment to Customer Service

FY 15 Budget Presentation



ØQuestions and Answers



AGENDA MEMORANDUM

Item No: 5E.

Meeting Date: May 26, 2015

From: Al Minner, City Manager

Subject: Marbut Consulting Agreement for a Field Survey of Leesburg's' Homeless

Staff Recommendation:

Approved Marbut Consulting Agreement to begin a field survey of homeless residents in Leesburg for a not to exceed cost of \$14,402.50, plus expenses.

Analysis:

Homelessness in and around Leesburg is a growing problem which effects the community's quality of life and economic development potential. In an effort to improve the homelessness in our community, several governmental jurisdictions have meet and discussed this issue. Toward that effort the service of Robert G. Marbut, Ph.D., has been investigated. Dr. Marbut is a renowned homeless expert and has worked in several communities in Florida, Texas, and California to address the issue of homeless.

The first steps in lowering the homeless rate is to conduct a field survey to adequately determine needs, social issues, and demographics of the homeless. This data is then used to help the community prepare an action plan to relocate and provide care for the homeless.

To complete the study, Dr. Marbut anticipates a cost of \$14,402.50, plus expenses. This cost is estimated, may be less based on data that is already accumulated by other health and government organizations. The study would be conducted between June and September.

Fiscal Impact:

This is not a budget item, but funds are available in the Greater Leesburg Downtown CRA and City Manager contingency.

Submission Date and Time: 5/21/2015 8:45 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
--	--	---

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE A CONSULTING AGREEMENT
WITH MARBUT CONSULTING TO CONDUCT A LEESBURG
AREA HOMELESS STUDY; AND PROVIDING AN EFFECTIVE
DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement
with Marbut Consulting, Inc. whose address is 6726 Wagner Way, San Antonio, TX 78256 for
preparation of a Leesburg Area Homeless Study.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 26th day of May 2015.

Mayor

ATTEST:

City Clerk

**A Proposal for a Data Analysis, a Streamlined Field Survey, an
Observational Overview and an Analysis of Potential “Pottinger
Qualified” Homeless Service Center Sites in Leesburg Florida**

by

Marbut Consulting

~ ~ ~

May 13, 2015

Prepared by Robert G. Marbut Jr., Ph.D.
www.marbutconsulting.com

VIA E-MAIL

Mr. Al Minner
City of Leesburg City Manager
501 W. Meadow Street
Leesburg, FL 34748

Dear Mr. Minner,

As you requested at yesterday's Community Forum on Homelessness, this is an updated proposal for work reflecting the discussion at the Forum. The scope within this proposal is very similar to other projects I have done for several Florida communities. Assuming we were able to start sometime in June 2015, Marbut Consulting would have a no-nonsense report to include a data analysis, a streamlined field survey, an observational overview and an analysis of potential "pottinger qualified" homeless service center sites in Leesburg Florida to you by September 2015 (90 days).

As we talked about, continuing to deliver services in the same old way will yield the same old results. Communities that fail to make dramatic and consequential changes in how they deliver services will face an ever increasing number of homeless families and individuals. To be successful, financial resources and volunteers must be maximized and smartly redeployed.

As communities struggle to do much more with less, it has become incumbent upon local leaders to proactively address their own challenges with homelessness rather than hopelessly awaiting additional Federal or State support.

It is critical for communities to retool their service structures from macro-level system restructurings to micro-level intra-agency improvements. Duplication and overlap must be eliminated and gaps must be filled.

I established Marbut Consulting in 1984, and since 2005, I have been solely focused on helping communities to dramatically reduce homelessness.

First as a volunteer, then as a senior staffer to President George H.W. Bush and as a San Antonio City Councilperson/Mayor-Pro-Tem, and ultimately as the founding President/CEO of *Haven for Hope*, I have worked on homeless issues for more than three decades.

In 2007, frustrated by the lack of real improvement, and as part of the concept development phase for the *Haven for Hope* Campus, I conducted a nationwide best practices study of homeless services. After personally visiting 237 homeless service facilities in 12 states and the District of Columbia, I developed *The Seven Guiding Principles of Homeless Transformation*. These *Seven Guiding Principles of Transformation* are used in all aspects of my work to create holistically transformative environments in order to reduce homelessness.

Nationally renown *Haven for Hope* is the largest and most comprehensive “transformational campus” in the United States. The total campus sits on 37 acres with 15 major buildings and almost half a million square feet under roof. Total construction cost for *Haven for Hope* was about \$125 million. More than 80 faith-based, non-profit and government service partners work together in partnership to holistically and proactively help nearly 2,300 residents daily.

Since 2007, I have visited a total of 696 operations in 21 states, Washington, DC and Mexico City, and have helped dozens of communities to positively address their homeless issues, which is more than in person in the United States.

Over the last couple of years, Marbut Consulting has been under contract with the following communities:

- Daytona Beach (lead city for a coalition of 11 cities)
- Sarasota County and all of its contained municipalities including the City of Sarasota
- St. Petersburg, FL (helped 24 other government jurisdictions as part of this contract)
- Clearwater, FL
- Key West, FL
- Panama City, FL
- Pinellas Park, FL
- Fort Smith, AR
- Placer County, CA
- The Paterson Foundation (FL)
- The Sarasota Area Foundation (FL)
- Gulf Coast Community Foundation (FL)

The scope of work performed for Daytona Beach, Fresno, St. Petersburg, Clearwater, Sarasota and San Antonio is very similar to the work needed in Leesburg.

A key to our success has been our ability to work with a wide range of parties and interests to develop logical and well-planned initiatives that are doable in the real world.

Marbut Consulting has been able to develop nuanced and sophisticated initiatives that have helped communities to dramatically reduce their homeless street populations while improving street graduation rates. Marbut Consulting has a phenomenal track record of success and has always delivered our work products on time and within budget.

Thank you for considering our proposal !!

Sincerely,

Robert Marbut

Robert G. Marbut Jr., Ph.D.
6726 Wagner Way
San Antonio, TX 78256

210-260-9696
MarbutR@aol.com
www.RobertMarbut.org

Our Mission

Our mission is to create and implement strategic action plans, customized to each community, which provide system-wide holistic solutions that dramatically reduce homelessness.

Our Approach

We posit that there are much better ways to approach issues of homelessness than are being done in most communities. While traditional shelters may have graduation success rates of 5%-9%, transformative communities around the country have graduation success rates of 51%-84% of residents graduating from their programs. Transformative systems offer homeless individuals the option and ability to succeed by becoming self-sufficient, thereby dramatically reducing the homeless population within any given community. As such, we recognize the importance of customizing these systems to each unique community.

Many communities have had great successes in addressing homeless issues, so it is very possible to find customized solutions that work. Sadly, most communities think homelessness is an unaddressable challenge and therefore give up. Around the USA, communities have successfully been able to create sophisticated and nuanced initiatives that work. Grounded in national best practices, these efforts, although complex, are not complicated (a very important difference).

When analyzing the root causes of homelessness, it is critical to understand that the global homeless community is not homogeneous. In reality, there are very distinct subgroups, each with its own unique set of “homelessness triggers.” It is therefore very important not to create singular homogenous solutions for one aggregated homeless community. Instead, it is critical to understand the unique challenges of the different subgroups, and to be aware of the unique underlying triggers of homelessness within each subgroup.

One-size-fits-all solutions do not work. To be successful, a community must customize solutions for each homeless subgroup within their community. For example, rapid re-housing and housing first programs work great for families with children and recent first time homeless; however, “first-step” programs have shown to be more successful initial programs for chronic and super chronic individuals.

Most communities have at least the following major subgroups of homeless:

- Veterans (triggered by chronic and complex post-traumatic stress disorders)
- Families with Children (domestic violence triggered)
- Families with Children (divorce and financially triggered)
- First Time Recent Homeless (financially triggered)
- Chronic (1-5 years on the street with self-medicating mental health challenges)
- Super Chronic (5 years or more on the street who have not been in holistic programming).

Transformational Communities

The Seven Guiding Principles of Transformation, combined with the *Core Tenets of a Transformative System*, influence all aspects of how we develop plans to establish transformational communities:

- Overall service system design, structure and operations (eg systems approach)
- How the homeless community is engaged
- Selection and training of staff
- How volunteers are activated
- Engagement of the general public
- How buildings are designed
- How existing facilities are re-purposed
- Inter agency interfaces (government, faith-based and non-profit organizations).

The Seven Guiding Principles of Transformation **Moving from Enablement to Engagement**

1. Move to a Culture of Transformation (versus the Old Culture of Warehousing):

Homeless individuals must be engaged and no longer enabled. Everybody within the services delivery system (eg general public, media, elected politicians, appointed officials, boards, staffs/volunteers of service agencies and most importantly the homeless themselves) must embrace a culture of transformation. A transformative culture positively fosters individual transformation and reintegration into society. For moral and fiscal reasons, homelessness must become an unacceptable condition that is not tolerated in the USA.

2. Co-location and Virtual E-integration of as Many Services as Possible:

In order to increase success, all services within a service area must be e-integrated. Virtual e-integration improves coordination of services, enhances performance, reduces gaming of the system, engages individuals on the margin of society, and increases cost efficiencies within and between agencies. Furthermore, whenever financially possible, services should be co-located. Co-location goes beyond virtual e-integration by increasing the number of “service hits” into a shorter period of time through the reduction of wasted time in transit and minimization of mishandled referrals. Co-location also increases the supportive “human touch.”

3. Must Have a Master Case Management System That is Customized:

Because there are so many different service agencies helping homeless individuals (eg government at multi-levels, non-profits and faith-based), it is critical that ONE person coordinates the services an individual receives and to do so in a customized fashion. The

types of service provided are critical, but more important is the sequencing and frequency of customized services.

4. **Reward Positive Behavior:**

Positive behavior should be rewarded with increased responsibilities and more privileges. Privileges such as higher quality sleeping arrangements, more privacy and elective learning opportunities should be used as rewards. It is important that these rewards be used as tools to approximate the real world in order to increase sustainable reintegration into society.

5. **Consequences for Negative Behavior:**

Too often there are no consequences for negative behavior. Unfortunately, this sends a message that bad behavior is acceptable. Within the transformational process, it is critical to have swift and proportionate consequences.

6. **External Activities Must Be Redirected or Stopped:**

External activities such as “street feeding” must be redirected to support the transformation process. In most cases, these activities are well-intended efforts by good folks, however these activities are very enabling and often do little to engage homeless individuals. Street feeding programs without comprehensive services actually increase and promote homelessness. Street feeding groups should be encouraged to co-locate with existing comprehensive service programs.

7. **Panhandling Enables the Homeless and Must Be Stopped:**

Unearned tax-free cash is very enabling and does not engage homeless individuals in job and skills training which are needed to end homelessness. Additionally, most often cash is not used for food and housing but rather for drugs and alcohol which further perpetuates the homeless cycle. Homeless individuals who are panhandling should be engaged in the transformational process. Furthermore, many panhandlers are not truly homeless individuals but are predators of generous citizens.

Proposed Scope of Work and Project Phases

Based on work with other communities, Marbut Consulting proposes the following project phases. Some of these phases run in sequence, while other phases overlap. These phases can be customized if so desired by you. Throughout these phases, homelessness will be observed from a variety of vantage points: homeless individuals, homeless families with children, agency staffs, volunteers, upstream funders, government officials, civic community leaders, businesses, the media and the general public.

Phase 1 - Inventory of Services:

The Consultant will ascertain information about the types and quantities of service being provided throughout the Leesburg area. The Consultant will then perform an inventory of all homeless services within the City of Leesburg proper and selected service sites within Lake County.

Phase 2 - Analysis of Recent PITC Data, with a Field Survey and Field Observations:

The Consultant will conduct an analysis of the recent Point-in-Time-Count (PITC) compared to earlier PITCs. Based on these findings, the Consultant will conduct a streamlined field survey of individuals experiencing “street level homelessness.” Additionally, the Consultant will conduct a series of field observations analyzing flow and movement patterns.

Phase 3 - Needs Assessment Data Analysis:

The Consultant will conduct needs assessment of the types of services (qualitative) and capacity of services (quantitative) needed in the City of Leesburg. This will be based on street level observations and data from Point-in-Time-Counts (PITCs), Homeless Management Information System reports (HMIS) and agency reports. The Consultant will conduct a gap analysis of services between existing inventory and identified needs.

Phase 4 - Conceptual Analysis of Potential “Pottinger Qualified” Sites:

The Consultant will provide a conceptual level analysis of potential “Pottinger” qualified homeless service center sites in and near Leesburg.

Notes About Scope of Work:

- The Consultant will produce a written report (10-20 pages). Additionally, the Consultant will present this report at a public meeting/forum chosen by the City of Leesburg on a mutually agreed date.
- Many improvements will “organically” materialize during the gap analysis and national best practice reviews. During this time frame, Marbut Consulting will suggest improvement opportunities that naturally arise throughout this “journey.”
- The analysis of potential homeless service sites will be at a conceptual level (eg not at a design document level regarding environmental, design and construction details).
- If mutually agreed upon by the parties, Marbut Consulting is available for a contract extension to help implement the finalized approved plan.

Marbut Consulting

Marbut Consulting was established in 1984 as a *sole proprietorship* by Robert G. Marbut Jr.

Originally, Marbut Consulting focused on public policy and marketing. Since 2005, Marbut Consulting has solely focused on homeless services consulting. Dr. Marbut has visited a total of 696 operations in 21 states, plus Washington, DC and Mexico City.

Marbut has helped dozens of communities to address issues of homelessness, his most comprehensive work was the start-from-scratch to opening of *Haven for Hope* in San Antonio.

Nationally renown *Haven for Hope* is the largest and most comprehensive “transformational campus” in the United States. The total campus sits on 37 acres with 15 major buildings and almost half a million square feet under roof. Total construction cost for *Haven for Hope* was about \$125 million. More than 80 faith-based, non-profit and government service partners work together in partnership to holistically and proactively help nearly 2,300 residents daily.

In the last few years, Marbut Consulting has been under contract with the following communities (partial listing):

- Pinellas County, FL
- County of Sarasota (plus Venice, Long Boat Key, North Port and Sarasota Cities), FL
- Daytona Beach, FL
- Pensacola, FL
- Placer County, CA
- Fresno, CA
- St. Petersburg, FL (as part of the contract helped 24 other government jurisdictions)
- Clearwater, FL
- Key West, FL
- Panama City, FL
- Fort Smith, AR

In addition, over the couple of years, Robert Marbut has conducted community forums for:

- Daytona Beach, FL
- Sarasota, FL
- Key West, FL
- Beaumont, TX
- Bay County, FL
- Manatee and Sarasota Counties, FL

Marbut Consulting has a phenomenal track record of successes and has always delivered its work products on time at or below bid price.

Professional/general Liability Insurances

Robert G. Marbut Jr. carries the following insurance policies (certificates available on request):

Professional Errors and Omissions Liability Coverage - - \$1,000,000.00 annual aggregate with Philadelphia Indemnity Insurance Company (USAA).

Commercial General Liability Coverage - - \$2,000,000.00 Liability and Medical Expenses and \$2,000,000.00 Personal and Advertising Injury with a general aggregate of \$4,000,000.00 with The Harford (USAA).

Short Resume of Robert G. Marbut Jr.

First as a volunteer, then later as a San Antonio City Councilperson/Mayor-Pro-Tem and a homeless service agency President/CEO, Dr. Robert Marbut has worked on homeless issues for more than three decades.

In 2007, frustrated by the lack of real improvement, and as part of the concept development phase for the *Haven for Hope Campus*, Dr. Marbut conducted a nationwide best practices study of homeless services. After personally visiting 237 homeless service facilities in 12 states and the District of Columbia, he developed *The Seven Guiding Principles of Homeless Transformation*. Since then, Dr. Marbut has visited a total of 696 operations in 21 states, plus Washington, DC and Mexico City.

These *Seven Guiding Principles of Transformation* are used in all aspects of his work to create holistically transformative environments in order to reduce homelessness.

Dr. Marbut was a White House Fellow to President George H.W. Bush and a former chief of staff to San Antonio Mayor Henry Cisneros.

He earned a Ph.D. from The University of Texas at Austin, Austin, Texas in International Relations (with an emphasis in international terrorism and Wahhabism), Political Behavior and American Political Institutions/Processes from the Department of Government.

He also has two Master of Arts degrees, one in Government from The University of Texas at Austin and one in Criminal Justice from the Claremont Graduate School. His Bachelor of Arts is a Full Triple Major in Economics, Political Science and Psychology (Honors Graduate) from Claremont McKenna (Men's) College.

Dr. Marbut also has completed three post-graduate fellowships, one as a White House Fellow (USA's most prestigious program for leadership and public service), one as a CORO Fellow of Public and Urban Affairs and one as a TEACH Fellow in the Kingdom of Bahrain and the State of Qatar (1 of 13 USA educators selected).

Contact Information:

Robert G. Marbut Jr., Ph.D.
6726 Wagner Way
San Antonio, TX 78256

www.MarbutConsulting.org
MarbutR@aol.com
210-260-9696

Short Resume of Shaun Lee

Shaun Lee currently serves as Vice President at Mission Matters Group (MMG). The mission of MMG is to align people, process and technology to advance mission. Mr. Lee believes strongly in the importance of creating clear organizational values and operating anchors in order to bring clarity and alignment to strategy. He also believes that it's important to create organizational slack, because that is where the real innovation happens.

Before joining MMG, Mr. Lee served as EVP of Operations at Haven for Hope, the largest homeless services campus in the USA. He was responsible for all the infrastructure support and direct services, including creating the annual budget.

Additionally, he led the effort to build a Homeless Management Information System (HMIS) in San Antonio that went well beyond data compliance and government reporting. Instead they build a system that facilitated real-time coordination across an entire community, and built an outcome model that allowed for key stakeholders to measure and learn from their collective impact.

Before joining Haven for Hope, Mr. Lee served for 5 years at the largest homeless service center in Missouri, St. Patrick Center (SPC). While at SPC, Mr. Lee led a team that relocated over 300 families from New Orleans after Katrina. He also managed a home-grown information system used to connect several organizations and over 200 users. This client tracking system allowed SPC visibility into their process and outcomes. With access to their most important data and the tools to evaluate it, they embraced the culture of a learning organization.

He is the founder and owner of Truckin' Tomato, a social enterprise that is a combination of a food truck and a farmer's market that creates job training for the homeless and revenue for non-profits working on food insecurity issues.

He has also served on several short-term mission trips to Rwanda and Peru focusing on building local church leaders. He loves music, and has played in several bands since he was 16. He believes a good soundtrack can make any moment in life that much sweeter. He has been married to his wife DeeDee for 8 years. They have two children, Elisha and Georgia.

He graduated with my MSW focusing on Community Organization and Non-Profit Management and Leadership in 2003 and just finished a two year executive MBA program at UTSA in May of 2013.

Politics of Homelessness

Unfortunately, for a variety of reasons, attempts to reduce homelessness have become very political.

Agency-centric Politics:

Because of agency egos, and competition for funds and volunteers, inter-agency politics are often the number one reason why holistic system improvements are not made. Sadly, this hurts the very individuals and families these agencies are supposed to be helping.

Far-left v. Far-right:

Both the far-left and far-right have inaccurate understandings of the root causes of homelessness. These unfounded views of homelessness lead to very unproductive proposals that often lead to inaction. True success occurs in the logical middle. Communities that have realized dramatic decreases in homelessness have all pursued solution-oriented plans of action rather than extreme dogmatic approaches.

Dogmatic One-size-fits-all Approaches:

There are many advocates that promote one-size-fits-all programs. Sadly, many of these efforts are overly simplistic and naive, are not grounded in facts and simply do not work for everyone. Some of these advocates are very well intended, while others have deep self-interest tied to their proposals. Successful initiatives are grounded in the knowledge that different homeless sub-groups need different types of help, and different approaches work better for different groups.

Sensational Media Coverage:

There is a tendency within the media to cover the extreme points of view and/or to selectively focus on narrow issues out of context. Sophisticated and holistic solutions that really work are often very nuanced and non-sensational and are thus not covered by the media. Too often media outlets do not take the time to truly “learn” the real issues around homelessness, but instead focus on fringe advocates.

“Criminalization”:

Laws are important for a civil society to operate and help to establish appropriate levels of behavior, but arresting homeless individuals has never ended homelessness. Voluntary compliance and engagement are the preferred approaches and have proven to be more sustainable. Enforcement should be used as a last resort and only after all other engagement activities have been tried.

Outcomes

Marbut Consulting has developed a unique systems-approach that has been able to help communities to streamline their overall service delivery systems by increasing efficiencies and improving effectiveness.

In terms of outcomes, Robert Marbut has been able to help communities reduce street homelessness by 79-93% and to significantly increase the rate of street “graduations” while improving the cost-of-delivery per person ratios.

News Stories About Marbut Consulting Activities

With 17,000 Homeless in Tampa Area, Public-private Partnerships Are Doing Something to Help.
National *CBS Evening News* by Phil Hirschhorn - - August 26, 2012:

http://www.cbsnews.com/8301-18563_162-57500598/tampa-area-has-nations-highest-homelessness-rate/?tag=showDoorFlexGridLeft;flexGridModule

St. Pete Making Progress with Legions of Homeless.

Associated Press/MSNBC by Mitch Stacy - - September 5, 2011:

http://www.msnbc.msn.com/id/44398996/ns/us_news-life/

Undercover Contractor Assessing Homeless: Consultant Has Studied What Works and What Doesn't for Cities Nationwide.

The Tampa Tribune by Andrew Ford - - July 31, 2011:

<http://www2.tbo.com/news/breaking-news/2011/jul/31/menewso13-undercover-contractor-assessing-homeless-ar-247472/>

Fort Smith Homeless Study Reveals Shortfalls, Positives

Times Record [Fort Smith, AR] by Ben Boulden - - January 22, 2012:

http://sw.swtimes.com/week-in-review/news/article_0cf04986-451a-11e1-9f61-0019bb2963f4.html

Homeless Expert to Speak at Forum: Consultant Has Brought Successful Solutions Elsewhere.

The Citizen [Key West, FL] by Gwen Filosa - - September 22, 2011:

<http://keysnews.com/node/34691>

Project Profiles

Haven for Hope: The Largest "Transformational Campus" in the USA:

Nationally renown, *Haven for Hope* is the largest and most comprehensive "transformational campus" in the United States. The total campus sits on 37 acres with 15 major buildings and almost half a million square feet under roof. Total construction cost for *Haven for Hope* was about \$125 million. Over 80 faith-based, non-profit and government service partners work together to holistically and proactively help nearly 2,100 residents daily. Robert Marbut was the founding President and CEO.

St. Petersburg & Pinellas County: Restructuring the Entire Homeless Continuum of Care:

Through strategic level improvements, Marbut Consulting worked closely with the City of St. Petersburg, Florida and a wide range of Pinellas County agencies to restructure and re-brand the entire continuum of care for homeless veterans, males, females and families with children. Improvements range from macro-level governance streamlining to agency-level enhancements to the creation of Pinellas Safe Harbor. St. Petersburg realized dramatic drops in street level homelessness (drops of 85-93%).

Pinellas Safe Harbor: The Second Largest "First-Step" Program in the USA:

Pinellas Safe Harbor, located in mid-Pinellas County (Tampa Bay metro area), was designed as a "First-Step" transformational housing portal for chronic homeless adult men and women. In less than three months, Pinellas Safe Harbor became the largest residential facility in Pinellas County. And in five months, it became the second largest "first-step" facility in the United States. It was featured on *CBS Evening News* during the 2012 GOP Convention and *NFL Productions* taped a segment in August for future airing. Robert Marbut was the chief designer and strategic developer of the facility.

Fort Smith, AR: Assessing the Feasibility of a Transformational Campus:

The Old Fort Homeless Coalition - appointed by the City of Fort Smith, Arkansas - contracted with Marbut Consulting to develop recommendations to address matters concerning homelessness and homeless service agencies. Marbut Consulting, worked with the Coalition to strategically assess the feasibility of a Homeless Transformation Campus with a connected "First-Step" program for chronic homeless men and women.

Clearwater, FL: Identifying/Implementing Strategic Improvements in Homeless Services:

Marbut Consulting was contracted by the City of Clearwater to assess the local homeless environment and propose a detailed list of strategic improvements. Recommendations spanned 11 Functional Areas and amounted to a total of 47 Action Items, all of which were approved by City Council. Street homelessness has dropped over 81%.

Client References

Clearwater, Florida:

City Manager - Bill Horne
727+562-4046 / william.horne@MyClearwater.com

Director of Homeless Services - Katerina Gerakios
727+562-4047 / 727+642-5686 / Ekaterini.Gerakios@MyClearwater.com

Sarasota, Florida:

Director of Homeless Services - Wayne Applebee
941+861-2577 / wapplebee@scgov.net

Sarasota County Commissioner (Former Sarasota City Commissioner) - Paul Caragiulo
941+400-5078 / pcsrq1@gmail.com

St. Petersburg, Florida:

Director of Homeless Services - Cliff Smith
727+893-7627 / Clifford.Smith@stpete.org

Former City Council Chair - Leslie Curran
727+433-1128

Pensacola, Florida:

Special Projects Director for the Mayor - Eric Olson
850-435-1696 / EOlsen@cityofpensacola.com

Panama City, Florida:

Homeless Task Force Coordinator - Lynn Cherry
850+215-4651 / 850+293-0665 / lcherry@cdc-s.com

Fort Smith, Arkansas:

Director Ft. Smith Housing Authority - Ken Pyle
479+782-4991 extension 15 work / 479+651-0292 / kpyle@fortsmithha.com

Term of Services

The proposed term of services would be from June 2015 to September 2015 (90 days).

Monthly Consultant Fee

Marbut Consulting would charge a monthly discounted consulting fee of \$7,201.25 per month for three months. This monthly consulting fee includes 1-2 monthly on-site visits as well as off-site research, conference-calls, e-mails and writing. The \$7,201.25 monthly fee would be paid on the 15th of every month starting on July 15, 2015.

Expenses

In addition to the monthly consulting fee, expenses would be reimbursed as follows throughout the term of this agreement:

- Air flights (assuming no major pricing changes, this would be capped at \$825 per flight)
- Rental car (about \$45 per day plus taxes/fees)
- Gas for rental car
- Hotel (capped at government rate plus any applicable taxes)
- GSA per diem rate of \$46 per day for each day traveling (flat rate, not pro rata)
- Parking at airport (no more than \$22 per day)
- All other expenses would require prior approval

Marbut and/or Lee would travel to Leesburg one to two times a month (normally 2-3 day trips). It is likely that one trip would be for an extended period of time.

It is recommended that an overall hard-cap on expenses should be included within the final contract for services.

May 13, 2015

C:\RGM Files Docs On 2nd Acer\Consulting\Leesburg\Proposals\MarbutRFPLeesburg02PostPublicForum.wpd